**INDEPENDENT CONTRACTOR AGREEMENTS WITH NewPub**

**AGREEMENT FOR CONTRIBUTING EDITOR: MONTHLY NEWS COLUMN**

THIS AGREEMENT is made and entered into this the\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_, between Contractor, a resident of \_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “\_\_\_\_\_\_\_\_\_\_”), located at 123 Fourth Street, Atlanta, Georgia 30305, and NewPub, Inc., a Georgia Corporation (hereinafter referred to as “Company”), located at 500 Peachtree Street, Atlanta, Georgia 30308.

**1. Purpose**

(a) The purpose of this Agreement is to provide an initial collaboration between the parties for the creation of content for Company’s online publications. Specifically, this initial Agreement is for the creation of a column (hereinafter called “column” or “work product”) for Company’s online publications. Contractor, as author, agrees to write a column at least once a month containing articles, news analysis, and summaries reflecting current topics as identified by Company. Company agrees to cooperate with Contractor in this effort and to keep Contractor apprised in a timely manner of the topics most relevant to Company’s reader base.

(b) Contractor is free to perform other work with third parties insofar as such work does not prevent Contractor from performing the services for Company described herein.

**2. Delivery and Format of Submission**

The content will be submitted by Contractor via email to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in Word document format or in other formats as mutually agreed to by the parties. The column will be submitted to Company by the fifteenth (15th) of each month. Any outside documents attached to the editorial content shall be faxed or scanned and emailed to Company and the source of the content shall be clearly identified. The column shall not be deemed completed until it is acceptable by the Company (acting in its sole discretion) in form and content. The parties agree that time is of the essence and Contractor agrees to meet all Company’s relevant publication deadlines.

**3. Division of Duties**

Proofing, printing and distribution of the column will be the responsibility of Company. Only the writing and transmission duties and responsibilities under this Agreement will be undertaken by Contractor.

**4. Fees and Payment**

After submission of each monthly news column, Contractor will provide an invoice to Company for the monthly services using Company’s standard invoice format. Company shall pay Contractor fifteen hundred dollars ($1500.00) each month for the content. Payment is due within fourteen (14) days of Company’s receipt of such invoice. Payments should be made to Contractor.

**5. Owner of Content**

Contractor represents and warrants that (a) it has full power and authority to enter into this Agreement and to grant the rights granted hereunder; (b) Contractor is the sole creator of the work product, such that Company shall be the owner thereof without any underlying license or restriction on use (other than third party materials included by Contractor with the prior written approval of the Company and the third party, if necessary); (c) Contractor has not previously entered into a contract involving the work product, nor has Contractor assigned, transferred, mortgaged, or otherwise encumbered it or the intellectual property rights to it; (d) the work product does not infringe any copyright or patent, violate any proprietary or privacy right, or contain any scandalous, libelous, or unlawful matter; and that no formula or instruction contained in the Work Product is injurious to any person or property; (e) Contractor and its subcontractors shall comply with all applicable laws, rules and regulations in the performance of Contractor’s obligations hereunder, and (f) Contractor’s execution and performance of this Agreement will not conflict with, violate or otherwise result in a breach of any of the terms of any contract or agreement or terms of employment to which it is bound, or any law, regulation, order, judgment or decree of any court, arbitrator or any other governmental or regulatory body binding upon Contractor or its subcontractors.

**6. Mandatory Training**

Within 14 days of execution of this Agreement, Company agrees to fully train Contractor to perform the Services in Company’s standard procedures and style specifications for news production. This training shall take place at Company headquarters and all expenses will be paid by Company. Company further agrees to pay Contractor $15.00 per hour for 8 hours of training time. Contractor agrees to attend at least two of Company’s other training sessions for journalists held in various locations each year. Company agrees to pay all expenses associated with attendance at these yearly training sessions including but not limited to business mileage, tolls, parking fees, common carrier fees, car rentals, hired vehicles, lodging, and meals while travelling away from Contractor’s home office. Company also will pay Contractor $15.00 per hour of training time for any additional training time. Company will provide Contractor with its NewPub Style Manual and Production Procedures and its Standard NewPub Invoice Format Guide.

**7. Reimbursements**

Company agrees to reimburse Contractor for the cost of any transportation and travel expenses required to obtain information for the column, including but not limited to business mileage, tolls, parking fees, common carrier fees, car rentals, hired vehicles, lodging, and meals while travelling away from Contractor’s home office.

Company further agrees to reimburse contractor for certain equipment purchases, limited to one scanner, one laptop computer, and one tablet, to be used exclusively for the completion of the contractor’s work for Company. Upon termination of the contract, Contractor agrees to return such equipment to Company in good condition within fourteen (14) days of termination. Contractor shall have the right to purchase said equipment from Company upon leaving its employ at a price to be determined at the time of contract termination.

**8. Confidentiality**

(a) The Parties acknowledge that, in furtherance of this Agreement, certain of the trade secrets or other proprietary information of each party may be disclosed to the other. This information (collectively, "the Confidential Information") consists of, but is not limited to, the Parties' respective business plans, client lists, demographic data, technical documentation, business proposals, pricing, publications development, subscriber information, editorial, operational and technical processes and knowledge pertaining to production of the monthly column and the operation of Company’s website and databases and such other specific information. Each Party shall exercise the same degree of care (but no less than reasonable care) to safeguard the Confidential Information as it uses to maintain the confidentiality of its own trade secrets to prevent unauthorized disclosure, copying, or publication of the other's Confidential Information.

(b) The obligations of confidentiality specified in subsection (a) above shall not apply to any portion of the Confidential Information, to the extent (i) the information was in the public domain at the time of disclosure to the receiving party, (ii) the information entered the public domain through no fault of the receiving party subsequent to the time of disclosure to the receiving party, (iii) the information is received by the receiving party from a third party free of restrictions, (iv) the information was developed independently by employees or agents of the receiving party, or (v) the information is required to be disclosed by law.

**9. Governing Law**

This Agreement shall be governed by the laws of the State of Georgia.

**10. Notices**

All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been received by a Party when actually received in the case of hand delivery, or five (5) days after mailing by first class mail, postage prepaid, to such party at its address as set forth on page 1.

**11. Scope and Term of the Contract**

(a) The term of the contract will be for a two-year period, beginning on January 1, 2015. Either party may terminate the contract during this period for any reason upon the giving of at least thirty (30) days’ notice in writing to the other party of their intent to terminate.

(b) The parties may agree from time to time to expand the scope of this contract to include other services to be provided by Contractor. Any such additional work shall be mutually agreed upon by the parties in a written addendum to this Agreement.

**12. Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single agreement

Agreed to this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2015.

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor NewPub, Inc.

**INDEPENDENT CONTRACTOR AGREEMENT FOR DOCUMENT ACQUISITION**

THIS AGREEMENT (the “Agreement”) is entered into this 1st day of January, 2015 (the “Effective Date”) by and between New Pub, Inc., a Georgia corporation, with offices at 123 Fourth Street, Atlanta, Georgia 30305 (hereinafter, "the Company"), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with offices at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and any subcontractors retained by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter, "Contractor").

WHEREAS, Contractor has experience in the field of journalism, communications, legal practice or other related field and is knowledgeable about the government and court systems in the\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; and

WHEREAS, The Company desires to engage Contractor as an independent contractor to assist the Company in acquiring government documents, case information, and court documents in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_area.

NOW, THEREFORE, in consideration of the promises and of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

1. Contractor agrees to provide services (“Services”) as described in the Statement of Work (the “SOW”) attached hereto as Exhibit A and any additional Statements of Work (also a “SOW” or collectively, “SOWs”) as mutually agreed upon by the parties, each of which shall be uniquely identified, attached hereto and incorporated herein. To the extent that that the Services include the creation of any materials (the “Work”), Contractor shall create, develop and deliver to the Company the Work on or before the date indicated in the SOW. The Work shall not be deemed completed until it is acceptable by the Company (acting in its sole discretion) in form and content. The parties agree that time is of the essence and Contractor agrees to meet all Company’s relevant publication deadlines.

Within 14 days of execution of this Agreement, Company agrees to fully train Contractor to perform the Services in Company’s standard procedures for Document Acquisition. This training shall take place at Company headquarters and all expenses will be paid by Company. Company further agrees to pay Contractor $15.00 per hour for 8 hours of training time. Contractor agrees to attend at least one of Company’s other training sessions for journalists held in various locations each year. Company agrees to pay all expenses associated with attendance at these training sessions including but not limited to business mileage, tolls, parking fees, common carrier fees, car rentals, hired vehicles, lodging, and meals while travelling away from Contractor’s home office. Company also will pay Contractor $15.00 per hour of training time for any additional training. Company will provide Contractor with its Company Document Acquisition Training Guide and its NewPub Standard Company Invoice Format Guide.

The parties agree that Contractor may subcontract the Services and/or Work without obtaining prior approval from the Company if Contractor deems it necessary to fulfill the Services and/or Work required under the Agreement.

2. Contractor is an independent contractor, not an employee of the Company or any company affiliated with the Company. Nothing under this Agreement shall be construed as creating any partnership, joint venture, agency or employer-employee relationship between the Company and the Contractor. As such, Contractor is fully and solely responsible for complying with all income and other tax laws, rules, and regulations applicable to Contractor, and the Company shall not be responsible for withholding any local, state or federal taxes. The Contractor shall be responsible for determining the amounts of and making all such payments. As an independent contractor, Contractor shall not be entitled to, and shall not share in, any additional compensation other than the compensation set forth in Item 1, or benefits which the Company does or may grant to its employees, including, but not limited to, health and life insurance, sick leave, retirement plans, paid time off such as vacation and holiday pay. The payments set forth in this Agreement are the complete and agreed upon compensation.

3. (a) This Agreement shall commence on the Effective Date and continue until the earlier of (i) the end of the term set forth in the last SOW, or (ii) termination by either party in accordance with this Agreement (“Term”). Notice of termination of any SOW shall not be considered notice of termination of this Agreement unless expressly stated therein.

(b) Contractor is free to perform other work with third parties insofar as such work does not prevent Contractor from performing the Services for the Company described herein.

(c) In the event that any deliverable is not delivered on schedule, if the Company has good reason to believe that the Work shall not be delivered in a form satisfactory to the Company and/or in accordance with the delivery schedule set forth herein or in a SOW, or if any deliverable is not satisfactory to the Company in its sole discretion, the Company may, in addition to any other remedies available to the Company, allow Contractor to finish, correct or improve the deliverable by a date specified by the Company, or the Company may terminate this Agreement or the applicable SOW with cause.

(d) Notwithstanding anything herein to the contrary, both parties reserve the right to terminate this Agreement or an applicable SOW upon thirty (30) days written notice. The Company may terminate this Agreement immediately should Contractor fail to perform any of its obligations under the terms of this Agreement.

4. The Company agrees to pay Contractor a fee as set forth in each SOW for all Services performed and deliverables accepted by the Company hereunder. Unless otherwise specified in an applicable SOW, the Contractor will send an invoice to the Company weekly for services provided hereunder during the prior week, in sufficient detail to permit the Company to verify the payment to be made. Invoices must be submitted in the Company Standard Invoice format. These invoices shall be paid within thirty (30) days of receipt by the Company of such invoices, unless otherwise specified in the SOW.

5. Contractor represents and warrants that (a) it has full power and authority to enter into this Agreement and to grant the rights granted hereunder; (b) Contractor is the sole creator of the Work Product, such that the Company shall be the owner thereof without any underlying license or restriction on use (other than third party materials included by Contractor with the prior written approval of the Company and the third party, if necessary); (c) Contractor has not previously entered into a contract involving the Work Product, nor has Contractor assigned, transferred, mortgaged, or otherwise encumbered it or the intellectual property rights to it; (d) the Work Product does not infringe any copyright or patent, violate any proprietary or privacy right, or contain any scandalous, libelous, or unlawful matter; and that no formula or instruction contained in the Work Product is injurious to any person or property; (e) Contractor and its subcontractors shall comply with all applicable laws, rules and regulations in the performance of Contractor’s obligations hereunder, and (f) Contractor’s execution and performance of this Agreement will not conflict with, violate or otherwise result in a breach of any of the terms of any contract or agreement or terms of employment to which it is bound, or any law, regulation, order, judgment or decree of any court, arbitrator or any other governmental or regulatory body binding upon Contractor or its subcontractors.

6. Contractor shall defend, indemnify, and hold the Company harmless against all claims, demands, suits, losses, costs, damages, and expenses, including reasonable attorneys’ fees, that the Company may sustain or incur by reason of any breach or alleged breach of the aforesaid representations and warranties and, until such claim, demand or suit has been settled, adjudicated or otherwise disposed, the Company may withhold any sums due Contractor under this or any other Agreement between Contractor and the Company as security for Contractor’s obligations.

7. Contractor and its subcontractors shall keep secret and confidential and shall not directly or indirectly use or assist others to use any confidential information which may be disclosed to it by the Company by reason of its performance of the requested Services hereunder in accordance with the terms and conditions of the Confidentiality Agreement, dated January 1, 2015, between Contractor and the Company (the “Confidentiality Agreement”).

8. Contractor shall promptly and fully disclose to the Company all inventions and works of authorship, including improvements, discoveries, ideas, technologies, know‑how, work product, concepts, software programs, documentation or any other intellectual property, conceived, developed, originated, fixed or reduced to practice by Contractor in connection with any Services performed or Work created hereunder (together with the Work collectively, “Work Product”). Contractor hereby agrees that the Work Product are specially ordered or commissioned by the Company on its own behalf as a work made-for-hire pursuant to 17 U.S.C., Section 201(b) (the Copyright Act), and Contractor shall not own any right, title and interest thereto. To the extent that the Work Product, or any portion thereof, does not vest in the Company as a work made-for-hire, Contractor hereby assigns to the Company all right, title and interest Contractor may have had, now have, or hereafter may have in and to the Work Product, including without limitation, the copyright rights or any other intellectual property rights therein, now existing or hereafter created or discovered, together with any and all accrued rights of action (including without limitation the right to sue for past infringements), to have and to hold the same for the full life of each such right in each territory throughout the Universe. Contractor may not use, or allow others to use, the Work or Work Product, except on behalf of the Company.

9. Contractor shall not publicly use the name, trademark or logo, of the Company or any Company affiliate or subsidiary, in any publicity, promotion, news release, website posting, announcement, client list, marketing material or other disclosure or otherwise refer to the Company or any affiliate or subsidiary in any way in or with the media with respect to this Agreement or the transactions contemplated hereunder, unless Contractor has obtained the prior written consent of the Company.

10. In the event of a conflict between the terms and conditions set forth in the body of this Agreement and any exhibit or other attachment hereto, this Agreement shall take precedence over any conflicting terms and conditions in any exhibit or other attachment, provided that if a particular SOW expressly amends by section a term of this Agreement, such amendment shall take precedence and be valid for that particular SOW only.

11. Any notice under this Agreement shall be deemed given when mailed by overnight courier or by first class, certified mail, postage prepaid, return receipt requested, in the case of the Company, to:

Executive Editor

NewPub, Inc.

123 Fourth Street

Atlanta, GA 30305

or, in the case of notice sent to Contractor, to Contractor at:

Contractor Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

or to such other addresses or addressees as either party may subsequently designate by written notice to the other.

12. If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provisions and to alter the balance of this Agreement in order to render the same valid, legal and enforceable to the fullest extent permissible.

13. This Agreement, including any exhibits, addenda and amendments hereto, and the Confidentiality Agreement represent the entire understanding and agreement of the parties and supersede all prior agreements and understandings relating to the subject matter hereof. This Agreement may not be modified or amended, except by a written instrument duly executed by both parties. This Agreement will be governed by and construed under, the laws of the State of Georgia, without regard to the principles of choice of law. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

NewPub, Inc.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

Title: Executive Editor

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: Contractor

**EXHIBIT A**

**STATEMENT OF WORK**

Term: This Agreement shall begin January 1, 2015 and continue until January 1, 2017.

Delivery Dates: Contractor shall complete the Services and/or Work at the frequency specified below for the term of the Agreement.

Scope of Work:

The Company engages the Contractor to acquire specified government documents, case information and court documents on a weekly basis from State and local government offices and courts in the\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ area. Documents with cover sheets and 100-word abstracts shall be transmitted daily between 5:00 p.m. and 7:00 p.m.

Contractor must visit government and court locations each day between 12 p.m. and 5:00 p.m. Documents should be acquired in electronic format where available or should be converted to electronic format before transmission to Company. The Contractor further agrees to provide only those documents that meet criteria established from time to time by the Company.

The scope of work may be modified, from time to time, upon agreement of the parties. If the Company requests modified or additional services, such as acquisition of documents in areas other than the area listed above, the Contractor shall provide the Company with a proposal for changes to the compensation for that project. The Contractor shall proceed with such modified or additional services only upon receipt of written approval via email by the Company.

Contacts:

NewPub’s points of contact for this SOW are:

NewPub, Inc.

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Managing Editor

123 Fourth Street

Atlanta, GA 30305

(404)237-7777

(404)237-5555 (Fax)

meditor@newpub.com

Contractor points of contact for this SOW are:

Contractor

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

678-777-7777

678-444-4444 (Fax)

jen.forrest@gmail.com

Payment:

The Company agrees to pay the Contractor as follows:

Five dollars ($5.00) for each acceptable document submitted by Contractor plus a minimum payment of $15.00 per hour for two hours each week day. The hourly pay is designed to compensate Contractor for the time spent trying to acquire documents when none are available. An acceptable document is one that meets the criteria set forth from time to time by the Company in the “Document Acquisition Training Guide.” If Contractor has to scan documents, the per document fees shall be $5.00 plus $.50 per page for each scanned page.

These sums are payable after the Company receives an invoice and all the relevant documents and documentation related to the invoice. Invoices must be formatted in the Standard Company Invoice Format provided in the “NewPub Standard Invoice Guide.” If for any reason the Company determines that the documents submitted are not acceptable to the Company, then the Company is not obligated to pay the fees set forth above.

The Contractor agrees to accept such amounts as full payment for the Contractor’s Services and/or Work and to sign such waivers of lien, affidavits and receipts as the Company shall request in order to acknowledge payment. The Contractor acknowledges that its federal employer tax identification number is correctly set forth in the Taxpayer Identification Number Request Substitute Form W-9 sent with this Agreement.

Additional Terms and Conditions:

Except as provided below, Contractor shall be responsible for all expenses involved in the performance of the Services and in the preparation of the Work by Contractor, including without limitation all amounts due to persons supervised, employed, and/or contracted for by Contractor, as may be permitted hereunder.

Company agrees to reimburse Contractor for the cost of business mileage, tolls, parking fees, and hired vehicles while travelling to government and court office locations in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Company further agrees to reimburse contractor for certain equipment purchases, limited to one portable scanner, one laptop computer, and one tablet, to be used exclusively for the completion of the Contractor’s work for Company. Upon termination of the contract, Contractor agrees to return such equipment to Company in good condition within fourteen (14) days of termination. Contractor shall have the right to purchase said equipment from Company upon leaving its employ at a price to be determined at the time of contract termination.

Agreed to this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2015.

NewPub, Inc.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

Title: Executive Editor

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: Contractor

**AGREEMENT FOR SPECIAL CORRESPONDENTS**

THIS AGREEMENT is made and entered into this the\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_, between Contractor, a resident of \_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “\_\_\_\_\_\_\_\_\_\_”), located at 123 Fourth Street, Atlanta, Georgia 30305, and NewPub, Inc., a Georgia Corporation (hereinafter referred to as “Company”), located at 500 Peachtree Street, Atlanta, Georgia 30308.

**1. Purpose**

(a) The purpose of this Agreement is to provide an initial collaboration between the parties for the creation of content for Company’s online publications. Specifically, this initial Agreement is for the monitoring of new events and the creation of news stories (hereinafter called “news stories” or “work product”) for Company’s online publications. Contractor, as author, agrees to monitor new events and write news stories at least once a week reflecting current topics in Contractor’s geographical area as decided upon by Company. Company agrees to cooperate with Contractor in this effort and to keep Contractor apprised in a timely manner of the topics most relevant to Company’s reader base.

(b) Contractor is free to perform other work with third parties insofar as such work does not prevent Contractor from performing the services for Company described herein.

**2. Delivery and Format of Submission**

The content will be submitted by Contractor via email to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in Word document format or in other formats as mutually agreed to by the parties. The news stories will be submitted to Company by Wednesday, 8:00 p.m., in the U.S. Eastern time zone. Any outside documents attached to the editorial content shall be faxed or scanned and emailed to Company and the source of the content shall be clearly identified. The news stories shall not be deemed completed until they are acceptable by the Company (acting in its sole discretion) in form and content. The parties agree that time is of the essence and Contractor agrees to meet all Company’s relevant publication deadlines.

**3. Division of Duties**

Proofing, printing and distribution of the news stories will be the responsibility of Company. Only the writing and transmission duties and responsibilities under this Agreement will be undertaken by Contractor.

**4. Fees and Payment**

After submission of each news story, Contractor will provide an invoice to Company for the weekly services in the Company’s standard invoice format. Company shall pay Contractor two hundred dollars ($200.00) each week as base pay and an additional $200 per week for each news story plus fifty cents ($.50) per page for related documents that are submitted with the news story. Payment is due within fourteen (14) days of Company’s receipt of such invoice. Payments should be made to Contractor.

**5. Owner of Content**

Contractor represents and warrants that (a) it has full power and authority to enter into this Agreement and to grant the rights granted hereunder; (b) Contractor is the sole creator of the work product, such that Company shall be the owner thereof without any underlying license or restriction on use (other than third party materials included by Contractor with the prior written approval of the Company and the third party, if necessary); (c) Contractor has not previously entered into a contract involving the work product, nor has Contractor assigned, transferred, mortgaged, or otherwise encumbered it or the intellectual property rights to it; (d) the work product does not infringe any copyright or patent, violate any proprietary or privacy right, or contain any scandalous, libelous, or unlawful matter; and that no formula or instruction contained in the Work Product is injurious to any person or property; (e) Contractor and its subcontractors shall comply with all applicable laws, rules and regulations in the performance of Contractor’s obligations hereunder, and (f) Contractor’s execution and performance of this Agreement will not conflict with, violate or otherwise result in a breach of any of the terms of any contract or agreement or terms of employment to which it is bound, or any law, regulation, order, judgment or decree of any court, arbitrator or any other governmental or regulatory body binding upon Contractor or its subcontractors.

**6. Mandatory Training**

Within 14 days of execution of this Agreement, Company agrees to fully train Contractor to perform the Services in Company’s standard procedures and style specifications for news production. This training shall take place at Company headquarters and all expenses will be paid by Company. Company further agrees to pay Contractor $15.00 per hour for 8 hours of training time. Contractor agrees to attend at least one of Company’s other training sessions for journalists held in various locations each year. Company agrees to pay all expenses associated with attendance at these yearly training sessions including but not limited to business mileage, tolls, parking fees, common carrier fees, car rentals, hired vehicles, lodging, and meals while travelling away from Contractor’s home office. Company also will pay Contractor $15.00 per hour of training time for any additional training. Company will provide Contractor with its NewPub Style Manual and Production Procedures and its Standard NewPub Invoice Format Guide.

**7. Reimbursements**

Company agrees to reimburse Contractor for the cost of any transportation and travel expenses required to obtain information for the news stories, including but not limited to business mileage, tolls, parking fees, common carrier fees, car rentals, hired vehicles, lodging, and meals while travelling away from Contractor’s home office.

Company further agrees to reimburse contractor for certain equipment purchases, limited to one scanner, one laptop computer, and one tablet, to be used exclusively for the completion of the contractor’s work for Company. Upon termination of the contract, Contractor agrees to return such equipment to Company in good condition within fourteen (14) days of termination. Contractor shall have the right to purchase said equipment from Company upon leaving its employ at a price to be determined at the time of contract termination.

**8. Confidentiality**

(a) The Parties acknowledge that, in furtherance of this Agreement, certain of the trade secrets or other proprietary information of each party may be disclosed to the other. This information (collectively, "the Confidential Information") consists of, but is not limited to, the Parties' respective business plans, client lists, demographic data, technical documentation, business proposals, pricing, publications development, subscriber information, editorial, operational and technical processes and knowledge pertaining to production of the monthly news stories and the operation of Company’s website and databases and such other specific information. Each Party shall exercise the same degree of care (but no less than reasonable care) to safeguard the Confidential Information as it uses to maintain the confidentiality of its own trade secrets to prevent unauthorized disclosure, copying, or publication of the other's Confidential Information.

(b) The obligations of confidentiality specified in subsection (a) above shall not apply to any portion of the Confidential Information, to the extent (i) the information was in the public domain at the time of disclosure to the receiving party, (ii) the information entered the public domain through no fault of the receiving party subsequent to the time of disclosure to the receiving party, (iii) the information is received by the receiving party from a third party free of restrictions, (iv) the information was developed independently by employees or agents of the receiving party, or (v) the information is required to be disclosed by law.

**9. Governing Law**

This Agreement shall be governed by the laws of the State of Georgia.

**10. Notices**

All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been received by a Party when actually received in the case of hand delivery, or five (5) days after mailing by first class mail, postage prepaid, to such party at its address as set forth on page 1.

**11. Scope and Term of the Contract**

(a) The term of the contract will be for a two-year period, beginning on January 1, 2015. Either party may terminate the contract during this period for any reason upon the giving of at least thirty (30) days’ notice in writing to the other party of their intent to terminate.

(b) The parties may agree from time to time to expand the scope of this contract to include other services to be provided by Contractor. Any such additional work shall be mutually agreed upon by the parties in a written addendum to this Agreement.

**12. Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single agreement

Agreed to this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2015.

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor NewPub, Inc.

**AGREEMENT FOR SPECIAL BLOG CONTRIBUTORS**

THIS AGREEMENT is made and entered into this the\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_, between Contractor, a resident of \_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “\_\_\_\_\_\_\_\_\_\_”), located at 123 Fourth Street, Atlanta, Georgia 30305, and NewPub, Inc., a Georgia Corporation (hereinafter referred to as “Company”), located at 500 Peachtree Street, Atlanta, Georgia 30308.

**1. Purpose**

(a) The purpose of this Agreement is to provide an initial collaboration between the parties for the creation of content for Company’s online publications. Specifically, this initial Agreement is for the creation of blog posts (hereinafter called “blog posts” or “work product”) for Company’s online publications. Contractor, as author, agrees to write blog posts at least once a week reflecting current topics as decided upon by Contractor and approved by Company. Company agrees to cooperate with Contractor in this effort and to keep Contractor apprised in a timely manner of the topics most relevant to Company’s reader base.

(b) Contractor is free to perform other work with third parties insofar as such work does not prevent Contractor from performing the services for Company described herein.

**2. Delivery and Format of Submission**

The content will be submitted by Contractor via email to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in Word document format or in other formats as mutually agreed to by the parties. The blog posts will be submitted to Company by Monday at 8:00 a.m., in the U.S. Eastern time zone. Any attachments to the editorial content shall be faxed or scanned and emailed to Company and the source of the content shall be clearly identified. The blog posts shall not be deemed completed until they are acceptable by the Company (acting in its sole discretion) in form and content. The parties agree that time is of the essence and Contractor agrees to meet all Company’s relevant publication deadlines.

**3. Division of Duties**

Proofing, printing and distribution of the blog posts will be the responsibility of Company. Only the writing and transmission duties and responsibilities under this Agreement will be undertaken by Contractor.

**4. Fees and Payment**

After submission of each blog post, Contractor will provide an invoice to Company for the weekly services in Company’s standard invoice format. Company shall pay Contractor two hundred dollars ($200.00) each week for the content. Payment is due within fourteen (14) days of Company’s receipt of such invoice. Payments should be made to Contractor.

**5. Owner of Content**

Contractor represents and warrants that (a) it has full power and authority to enter into this Agreement and to grant the rights granted hereunder; (b) Contractor is the sole creator of the work product, such that Company shall be the owner thereof without any underlying license or restriction on use (other than third party materials included by Contractor with the prior written approval of the Company and the third party, if necessary); (c) Contractor has not previously entered into a contract involving the work product, nor has Contractor assigned, transferred, mortgaged, or otherwise encumbered it or the intellectual property rights to it; (d) the work product does not infringe any copyright or patent, violate any proprietary or privacy right, or contain any scandalous, libelous, or unlawful matter; and that no formula or instruction contained in the Work Product is injurious to any person or property; (e) Contractor and its subcontractors shall comply with all applicable laws, rules and regulations in the performance of Contractor’s obligations hereunder, and (f) Contractor’s execution and performance of this Agreement will not conflict with, violate or otherwise result in a breach of any of the terms of any contract or agreement or terms of employment to which it is bound, or any law, regulation, order, judgment or decree of any court, arbitrator or any other governmental or regulatory body binding upon Contractor or its subcontractors.

**6. Mandatory Training**

Within 14 days of execution of this Agreement, Company agrees to fully train Contractor to perform the Services in Company’s standard procedures and style specifications for news production. This training shall take place at Company headquarters and all expenses will be paid by Company. Company further agrees to pay Contractor $15.00 per hour for 8 hours of training time. Contractor agrees to attend at least one of Company’s other training sessions for journalists held in various locations each year. Company agrees to pay all expenses associated with attendance at these yearly training sessions including but not limited to business mileage, tolls, parking fees, common carrier fees, car rentals, hired vehicles, lodging, and meals while travelling away from Contractor’s home office. Company also will pay Contractor $15.00 per hour of training time for any additional training. Company will provide Contractor with its NewPub Style Manual and Production Procedures and its Standard NewPub Invoice Format Guide.

**7. Reimbursements**

With the exception of travel expenses for training above, Contractor is responsible for providing any equipment, materials or supplies needed in the performance of the Services and in the preparation of the blog post by Contractor, including, but not limited to, a laptop computer equipped with a wireless internet card.

**8. Confidentiality**

(a) The Parties acknowledge that, in furtherance of this Agreement, certain of the trade secrets or other proprietary information of each party may be disclosed to the other. This information (collectively, "the Confidential Information") consists of, but is not limited to, the Parties' respective business plans, client lists, demographic data, technical documentation, business proposals, pricing, publications development, subscriber information, editorial, operational and technical processes and knowledge pertaining to production of the monthly blog posts and the operation of Company’s website and databases and such other specific information. Each Party shall exercise the same degree of care (but no less than reasonable care) to safeguard the Confidential Information as it uses to maintain the confidentiality of its own trade secrets to prevent unauthorized disclosure, copying, or publication of the other's Confidential Information.

(b) The obligations of confidentiality specified in subsection (a) above shall not apply to any portion of the Confidential Information, to the extent (i) the information was in the public domain at the time of disclosure to the receiving party, (ii) the information entered the public domain through no fault of the receiving party subsequent to the time of disclosure to the receiving party, (iii) the information is received by the receiving party from a third party free of restrictions, (iv) the information was developed independently by employees or agents of the receiving party, or (v) the information is required to be disclosed by law.

**9. Governing Law**

This Agreement shall be governed by the laws of the State of Georgia.

**10. Notices**

All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been received by a Party when actually received in the case of hand delivery, or five (5) days after mailing by first class mail, postage prepaid, to such party at its address as set forth on page 1.

**11. Scope and Term of the Contract**

(a) The term of the contract will be for a two-year period, beginning on January 1, 2015. Either party may terminate the contract during this period for any reason upon the giving of at least ninety (90) days’ notice in writing to the other party of their intent to terminate.

(b) The parties may agree from time to time to expand the scope of this contract to include other services to be provided by Contractor. Any such additional work shall be mutually agreed upon by the parties in a written addendum to this Agreement.

**12. Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single agreement

Agreed to this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2015.

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor NewPub, Inc.

**AGREEMENT FOR PHOTOGRAPHIC CONTENT**

THIS AGREEMENT is made and entered into this the\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_, between Contractor, a resident of \_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “\_\_\_\_\_\_\_\_\_\_”), located at 123 Fourth Street, Atlanta, Georgia 30305, and NewPub, Inc., a Georgia Corporation (hereinafter referred to as “Company”), located at 500 Peachtree Street, Atlanta, Georgia 30308.

**1. Purpose**

(a) The purpose of this Agreement is to provide collaboration between the parties for the creation of content for Company’s online publications. Specifically, this Agreement is for the purchase of photographs (hereinafter called “photographs” or “photographic work product”) for Company’s online publications. Contractor, as a professional photographer, agrees to cover news events as identified by Company and to photograph such events and provide these images to Company. Company agrees to cooperate with Contractor in this effort and to keep Contractor apprised in a timely manner of the news events most relevant to Company’s reader base.

(b) Contractor is free to perform other work with third parties insofar as such work does not prevent Contractor from performing the services for Company described herein.

**2. Delivery and Format of Submission**

The content will be submitted by Contractor via email or FTP to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in jpeg or gif format or in other formats as mutually agreed to by the parties. Photographs which Company’s editors have deemed time sensitive shall be submitted to Company within two (2) hours of the termination of the news event. Photographs that do not carry the time sensitive designation shall be transmitted to Company twice a week, on Mondays and Thursdays by 8:00 p.m. in the U.S. Eastern Time Zone. Photographs shall be time stamped and should include an attachment which contains the location and name of any person or place Contractor can identify in the image. The photograph shall not be deemed completed until it is acceptable by Company (acting in its sole discretion) in form and content. The parties agree that time is of the essence and Contractor agrees to meet all of Company’s relevant publication deadlines.

**3. Division of Duties**

Proofing, printing, editing, captioning, and distribution of the photographic images will be the responsibility of Company. Only the initial image capture will be undertaken by Contractor.

**4. Fees and Payment**

After submission of each photograph, Contractor will provide an invoice to Company for the weekly photographic services. Company shall pay Contractor one hundred and fifty dollars ($150) per photo shoot for time sensitive news events. Company also shall pay Contractor two hundred dollars ($200) per photographic image for all photographs selected by Company for publication. Contractor will provide an invoice to Company for the services using Company’s standard invoice format. Payment is due within fourteen (14) days of Company’s receipt of such invoice. Payments should be made to Contractor. Company will provide Contractor with its Standard NewPub Invoice Format Guide.

**5. Owner of Content**

Contractor represents and warrants that (a) it has full power and authority to enter into this Agreement and to grant the rights granted hereunder; (b) Contractor is the sole creator of the photographic work product, such that Company shall be the owner thereof without any underlying license or restriction on use (other than third party materials included by Contractor with the prior written approval of the Company and the third party, if necessary); (c) Contractor has not previously entered into a contract involving the photographic work product, nor has Contractor assigned, transferred, mortgaged, or otherwise encumbered it or the intellectual property rights to it; (d) the photographic work product does not infringe any copyright or patent, violate any proprietary or privacy right, or contain any scandalous, libelous, or unlawful matter; and that no formula or instruction contained in the photographic work product is injurious to any person or property; (e) Contractor and its subcontractors shall comply with all applicable laws, rules and regulations in the performance of Contractor’s obligations hereunder, and (f) Contractor’s execution and performance of this Agreement will not conflict with, violate or otherwise result in a breach of any of the terms of any contract or agreement or terms of employment to which it is bound, or any law, regulation, order, judgment or decree of any court, arbitrator or any other governmental or regulatory body binding upon Contractor or its subcontractors

**5. Reimbursements**

Company agrees to reimburse Contractor for the cost of any transportation expenses required to obtain photographs for Company’s online services, including but not limited to business mileage, tolls, parking fees, common carrier fees, car rentals, and hired vehicles.

Contractor is responsible for providing any equipment, materials or supplies needed in the performance of the photographic services and in the preparation of the work product by Contractor, including, but not limited to, photographic equipment, photographic editing software, a laptop computer equipped with a wireless internet card, high-capacity computer storage devices.

**5. Confidentiality**

(a) The Parties acknowledge that, in furtherance of this Agreement, certain of the trade secrets or other proprietary information of each party may be disclosed to the other. This information (collectively, "the Confidential Information") consists of, but is not limited to, the Parties' respective business plans, client lists, demographic data, technical documentation, business proposals, pricing, publications development, subscriber information, editorial, operational and technical processes and knowledge pertaining to production of the photographic images and the operation of Company’s website and databases and such other specific information. Each Party shall exercise the same degree of care (but no less than reasonable care) to safeguard the Confidential Information as it uses to maintain the confidentiality of its own trade secrets to prevent unauthorized disclosure, copying, or publication of the other's Confidential Information.

(b) The obligations of confidentiality specified in subsection (a) above shall not apply to any portion of the Confidential Information, to the extent (i) the information was in the public domain at the time of disclosure to the receiving party, (ii) the information entered the public domain through no fault of the receiving party subsequent to the time of disclosure to the receiving party, (iii) the information is received by the receiving party from a third party free of restrictions, (iv) the information was developed independently by employees or agents of the receiving party, or (v) the information is required to be disclosed by law.

**6. Governing Law**

This Agreement shall be governed by the laws of the State of Georgia.

**7. Notices**

All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been received by a Party when actually received in the case of hand delivery, or five (5) days after mailing by first class mail, postage prepaid, to such party at its address as set forth on page 1.

**8. Scope and Term of the Contract**

(a) The term of the contract will be for a two-year period, beginning on January 1, 2015. Either party may terminate the contract during this period for any reason upon the giving of at least thirty (30) days’ notice in writing to the other party of their intent to terminate.

(b) The parties may agree from time to time to expand the scope of this contract to include other services to be provided by Contractor. Any such additional work shall be mutually agreed upon by the parties in a written addendum to this Agreement.

**9. Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single agreement

Agreed to this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2016.

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor NewPub, Inc.

**AGREEMENT FOR VIDEOGRAPHIC CONTENT**

THIS AGREEMENT is made and entered into this the\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_, between Contractor, a resident of \_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “\_\_\_\_\_\_\_\_\_\_”), located at 123 Fourth Street, Atlanta, Georgia 30305, and NewPub, Inc., a Georgia Corporation (hereinafter referred to as “Company”), located at 500 Peachtree Street, Atlanta, Georgia 30308.

**1. Purpose**

(a) The purpose of this Agreement is to provide collaboration between the parties for the creation of content for Company’s online publications. Specifically, this Agreement is for the purchase of videos (hereinafter called “videos or “videographic work product”) for Company’s online publications. Contractor, as a professional videographer, agrees to cover news events as identified by Company and to video such events and provide these images to Company. Company agrees to cooperate with Contractor in this effort and to keep Contractor apprised in a timely manner of the news events most relevant to Company’s reader base.

(b) Contractor is free to perform other work with third parties insofar as such work does not prevent Contractor from performing the services for Company described herein.

**2. Delivery and Format of Submission**

The content will be submitted by Contractor via email or FTP to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in video file formats specified by Company. Videos which Company’s editors have deemed time sensitive shall be submitted to Company within two (2) hours of the termination of the news event. Videos that do not carry the time sensitive designation shall be transmitted to Company twice a week, on Mondays and Thursdays by 8:00 p.m. in the U.S. Eastern Time Zone. Videos shall be time stamped and should include an attachment which contains the location and name of any person or place Contractor can identify in the images. The video shall not be deemed completed until it is acceptable by Company (acting in its sole discretion) in form and content. The parties agree that time is of the essence and Contractor agrees to meet all of Company’s relevant publication deadlines.

**3. Division of Duties**

Proofing, printing, editing, captioning, and distribution of the videographic images will be the responsibility of Company. Only the initial video capture will be undertaken by Contractor.

**4. Fees and Payment**

After submission of each video, Contractor will provide an invoice to Company for the weekly videographic services in Company’s standard invoice format. Company shall pay Contractor three hundred dollars ($300) per photo shoot for time sensitive news events. Company shall pay Contractor four hundred dollars ($400) per videographic image for all videos selected by Company for publication. Payment is due within fourteen (14) days of Company’s receipt of such invoice. Payments should be made to Contractor. Company will provide Contractor with its Standard NewPub Invoice Format Guide.

**5. Owner of Content**

Contractor represents and warrants that (a) it has full power and authority to enter into this Agreement and to grant the rights granted hereunder; (b) Contractor is the sole creator of the videographic work product, such that Company shall be the owner thereof without any underlying license or restriction on use (other than third party materials included by Contractor with the prior written approval of the Company and the third party, if necessary); (c) Contractor has not previously entered into a contract involving the videographic work product, nor has Contractor assigned, transferred, mortgaged, or otherwise encumbered it or the intellectual property rights to it; (d) the videographic work product does not infringe any copyright or patent, violate any proprietary or privacy right, or contain any scandalous, libelous, or unlawful matter; and that no formula or instruction contained in the videographic work product is injurious to any person or property; (e) Contractor and its subcontractors shall comply with all applicable laws, rules and regulations in the performance of Contractor’s obligations hereunder, and (f) Contractor’s execution and performance of this Agreement will not conflict with, violate or otherwise result in a breach of any of the terms of any contract or agreement or terms of employment to which it is bound, or any law, regulation, order, judgment or decree of any court, arbitrator or any other governmental or regulatory body binding upon Contractor or its subcontractors

**5. Reimbursements**

Company agrees to reimburse Contractor for the cost of any transportation expenses required to obtain videos for Company’s online services, including but not limited to business mileage, tolls, parking fees, common carrier fees, car rentals, and hired vehicles.

Contractor is responsible for providing any equipment, materials or supplies needed in the performance of the videographic services and in the preparation of the work product by Contractor, including, but not limited to, videographic equipment, videographic editing software, a laptop computer equipped with a wireless internet card, and high-capacity computer storage devices.

**5. Confidentiality**

(a) The Parties acknowledge that, in furtherance of this Agreement, certain of the trade secrets or other proprietary information of each party may be disclosed to the other. This information (collectively, "the Confidential Information") consists of, but is not limited to, the Parties' respective business plans, client lists, demographic data, technical documentation, business proposals, pricing, publications development, subscriber information, editorial, operational and technical processes and knowledge pertaining to production of the videographic images and the operation of Company’s website and databases and such other specific information. Each Party shall exercise the same degree of care (but no less than reasonable care) to safeguard the Confidential Information as it uses to maintain the confidentiality of its own trade secrets to prevent unauthorized disclosure, copying, or publication of the other's Confidential Information.

(b) The obligations of confidentiality specified in subsection (a) above shall not apply to any portion of the Confidential Information, to the extent (i) the information was in the public domain at the time of disclosure to the receiving party, (ii) the information entered the public domain through no fault of the receiving party subsequent to the time of disclosure to the receiving party, (iii) the information is received by the receiving party from a third party free of restrictions, (iv) the information was developed independently by employees or agents of the receiving party, or (v) the information is required to be disclosed by law.

**6. Governing Law**

This Agreement shall be governed by the laws of the State of Georgia.

**7. Notices**

All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been received by a Party when actually received in the case of hand delivery, or five (5) days after mailing by first class mail, postage prepaid, to such party at its address as set forth on page 1.

**8. Scope and Term of the Contract**

(a) The term of the contract will be for a two-year period, beginning on January 1, 2015. Either party may terminate the contract during this period for any reason upon the giving of at least thirty (30) days’ notice in writing to the other party of their intent to terminate.

(b) The parties may agree from time to time to expand the scope of this contract to include other services to be provided by Contractor. Any such additional work shall be mutually agreed upon by the parties in a written addendum to this Agreement.

**9. Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single agreement

Agreed to this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2015.

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor NewPub, Inc.