

CORE ROOT, INC.
WRITERS AND CONTENT PRODUCERS AGREEMENT

I am aware that Core Root, Inc. (the “Company”), is a company engaged in commercial Web publishing (Provide online content, discussion boards and tools to consumers over the Internet), and my responsibility as a contract employee is to assist the Company in such endeavors as assigned to me under this contract.

I also realize the importance of protecting the company’s rights to inventions, ideas and confidential information, and any similar or related rights.

DEFINITIONS

For the purposes of this agreement:

1. “Confidential Information” includes, but is not limited to, any and all unpublished versions of the Company’s visual images of any and all kinds, proprietary documentation, proprietary software now, or hereafter created, developed, produced, or marketed by the Company, the Company’s business methods and practices, compilations of data or information concerning the Company’s business, the names of the Company’s customers and the nature of the Company’s relationships with these customers, the business of the Company’s customers, confidential, proprietary or trade secret information submitted by any third party to the Company for study, evaluation, or use, and any other information not generally known to the public (including information about the Company’s operations, personnel, products, or services) which, if misused or disclosed, could have a material and adverse effect on the business of the Company.
2. “Content” means all material I produce at the request of the Company’s editors or other management staff, or at my own will, that is specifically intended for publication on the Company’s Web sites or in other media owned or controlled by the Company, including text, graphics, audio or visual files, and database entries (i.e., software descriptions and classifications).

NON DISCLOSURE OF INFORMATION

At any time during or subsequent to my Contract Employment Period, I agree to keep in strictest confidence and trust all of the Company’s confidential Information to which I have access. I will not use or disclose the Company’s Confidential Information without the written consent of the Company, except as may be necessary in the ordinary course of performing my duties as a Contract Employee of the Company. However, I shall not be required to treat as confidential any of the Company’s Confidential Information which

- A. was in my possession or was known to me prior to receipt from the Company, or
- B. is or becomes public knowledge without my fault, or
- C. is or becomes lawfully available to me from a source other than the Company (other than any such source which is under obligation of confidentiality to the Company).

NO CONFLICTING OBLIGATIONS

I represent and warrant to the Company that I have no interest or obligation which is inconsistent with or in conflict with this Agreement, or which would prevent, limit, or impair my performance of any part of this Agreement. I agree to notify the Company immediately if any such interest or obligation arises.

ASSIGNMENT OF SPECIFIC RIGHTS

I irrevocably assign publication, perpetual republication, and perpetual archive rights to any work specifically produced by me for publication on any Core Root Web site, in any Core Root owned e-mail newsletter, or in/for any other publication owned by Core Root, to the Company.

SPECIFIC DUTIES AND RENUMERATION

Please note that the pay does not include articles before this contract was issued, which were to be given to Core Root as both writing samples and for publication, gratis. Contracted employees and freelance writers are required to turn in an invoice for work performed during that month, at the end of that month, as well a payment request, sent to writers@coreroot.com including Bank information. Payment shall be made via Wire Transfer, unless otherwise indicated by the Company, within the first week of the month following the submittal of invoice. Within the email sent, the writer MUST include full name of article(s) written, site written for, and date submitted.

By signing and submitting this contract Core Root is NOT obligated to use writers content for any reason including but not limited to brevity, quality, topic, etc.

REVOCABILITY

Any freelance or contractual relationship between the Company and myself may be terminated at any time either by the Company or myself, for any reason whatsoever, upon 15 days' notice.

CORE ROOT INC. AUTHOR TERMS

The Core Root Network has adopted these Terms regarding all content posted across its various properties.

By submitting an article or writing for publication across the Core Root Network you (the author) acknowledge that you have read and understood them and that you agree to them. Core Root reserves the right to modify in any way these Terms and Conditions. Your continued use of the Web Site and/or the posting of additional Contributions following the posting of changes to these Terms and Conditions will mean you have checked here for changes and that you accept the changes.

Core Root publishes various types of content – some is purchased and is owned fully by the Core Root Network, some is licensed for reprint. Authors are responsible for their OWN submission as they are contractors Core Root and are not considered regular employees of Core Root.

Non-Exclusive Contributions

By submitting a Contribution for non-exclusive inclusion on the Web Site and upon receipt of monetary consideration, if any, for such non-exclusive Contribution (the sufficiency of which is hereby acknowledged), you agree to grant Core Root a perpetual and non-exclusive license to use and publish the Contribution on the Website and any other websites owned or operated by Core Root or via email, to translate the Contribution into other languages, create adaptations, summaries, extracts or other derivative works based on the Contributions and to license others to do any or all of the above. You grant us the right to use your name and biography in advertising and promotion related to the Web Site, and in any and all ancillary products related to the Web Site regardless of the formats in which such use occurs. You agree to indemnify Core Root for any claims arising out of your submission. You represent and warrant that the Contribution will be your original work product (except for material in the public domain or used with the permission of the owner), will not infringe any copyright, and will not constitute a defamation, or invasion of the right of privacy or publicity, or infringement of any other kind, of any third party. You warrant that you have the authority to grant this license.

Exclusive Contributions

By submitting a Contribution for exclusive inclusion on the Web Site and upon receipt of monetary consideration, if any, for such assignment of the Contribution (the sufficiency of which is hereby acknowledged), you hereby assign to Core Root all rights, title and interest in the Contribution. Accordingly, Core Root may use the Contribution for any and all uses, in any and all formats now known or hereafter to become known, including but not limited to books, CD ROMs, other web sites and online services. You grant us the right to use your name and biography in advertising and promotion related to the Web Site, and in any and all ancillary products related to the Web Site regardless of the formats in which such use occurs. You agree to indemnify Core Root for any claims arising out of your submission. You represent and warrant that the Contribution will be wholly original material not published elsewhere (except for material in the public domain or used with the permission of the owner), will not infringe any copyright, and will not constitute a defamation, or invasion of the right of privacy or publicity, or infringement of any other kind, of any third party. You warrant that you have the authority to assign the Contribution to Core Root. You understand that Core Root's editors reserve the right to reject any submission for any and no reason, and that submitting a Contribution does not guarantee that it will be published on the Web Site.

Payment for Contributions

From time to time, Core Root may compensate Authors for Contributions actually published on the Web Site. Any such fee is a one-time fee only and shall be set forth at the time the Author submits the Contribution to Core Root. Core Root will send payments via Wire Transfer or any other method specified by the Company at the beginning of each month following the article's approval.

Author Representations and Warranties

You represent and warrant to Core Root that: (a) you are over the age of eighteen (18) and possess the power and authority to enter into and perform your obligations under these Terms and Conditions; (b) all information provided by you to Core Root is truthful, accurate and complete; (c) you shall comply with these Terms and Conditions, (d) you have provided and will maintain accurate and complete registration information with Core Root, including, without limitation, your legal name, address, telephone number and email address; and (e) your submission does not and will not constitute a breach or violation of any other agreement, contract, terms of use, or similar policy or understanding to which you are or may be subject.

Disclaimer

Core Root makes no representations or warranties of any kind with respect to its web site or content contained therein.

Independent Contractor

It is specifically understood and intended that you are an independent contractor, and nothing herein is intended or shall be deemed to constitute you an employee of Core Root.

Entire Agreement

These Terms and Conditions, together with Core Root' privacy policy, supersede any prior discussions, negotiations and agreements between the parties with respect to the subject matter hereof, and these Terms and Conditions, together with the privacy policy, constitute the sole and entire agreement between the parties with respect to the matters covered hereby.

By signing this agreement you understand that you, the author, is responsible for the accuracy of your article and any code associated with the article. If your article is found to be inaccurate, or code does not work, Core Root is entitled to a full refund for that article and may terminate this agreement at will.

PLEASE PRINT, SIGN, AND FAX TO:

00961-8-950333

CONTRACTOR

Name:
Address:
Phone:
Email:

(name, printed) _____

(signed) _____ (date) _____