



Date: _____, 201__

Re: Work for Hire and Assignment of Rights

Dear _____:

Comment [KD1]: Insert writer's full name

You have been retained by SheKnows, LLC, an Arizona limited liability company, or a subsidiary thereof (“**SheKnows**”), to perform for SheKnows the services described on **Exhibit A** attached hereto, and you hereby acknowledge and agree that (i) any and all of the products and results of such services, regardless of whether provided to SheKnows for its use prior to, on or subsequent to the date of this agreement, including, but not limited to, articles, photographs, videos, musical compositions, instrumental and/or vocal performance sound recording, audiovisual recordings, images (still and moving), graphic designs, scripts, logos, computer code, databases and any other work product (each a “**Work**” and collectively, the “**Works**”) is a “work made for hire” within the meaning of the United States copyright laws, and (ii) the Works (and all rights therein, including, without limitation, copyright) belong to and shall be the sole and exclusive property of SheKnows. Accordingly, SheKnows may use the Works for any and all uses and products, in any and all formats now known or hereafter to become known, and you shall not retain any rights in and to the Works.

If (i) for any reason any Work would not be considered a work made for hire under applicable law, and/or (ii) any Work was produced prior to the date of this agreement (or is otherwise not subject to the first paragraph of this agreement) then, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you do hereby sell, assign, and transfer to SheKnows, its successors and assigns, the entire right, title and interest in and to the Work (including, without limitation, copyright) and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from or incorporating the Work, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity, for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.

If the Work is one to which the provisions of 17 U.S.C. 106A apply, you hereby waive and appoint SheKnows to assert on your behalf your moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the Work, in any medium, for any purposes.

You understand that your independent contractor relationship creates a relationship of confidence and trust between you and SheKnows with respect to any (i) information that has been created, discovered, developed or otherwise become known to SheKnows (including information developed by, discovered by or created by you, which arises out of your business relationship with SheKnows) which has commercial value in its business or (ii) confidential information applicable to the business of any client of SheKnows or other entity with which SheKnows does business and which you learn in connection with your business relationship. At all times, both during your business relationship with SheKnows and after its termination, you will keep in confidence and trust all such information, and you will not use or disclose any such information without the written consent of SheKnows, except as may be necessary in the ordinary course of performing your duties to SheKnows. This obligation shall end whenever such information enters the public domain and is no longer confidential or proprietary through no improper action or inaction by you.

You hereby understand, represent, warrant and/or covenant that:

- You are solely responsible for all taxes, withholdings and other similar statutory obligations, and that you agree to defend, indemnify and hold SheKnows harmless from any and all claims made by any person or entity on account of an alleged failure by you to satisfy any such tax or withholding obligation;
- You will have no authority to act on or enter into any contract or understanding, incur any liability or make any representation on behalf of SheKnows without first obtaining specific written instructions from an authorized officer of SheKnows;
- The Works are and will be wholly original material not published or used elsewhere (except for material in the public domain), 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;

Content Work-for-Hire

Exhibit A

Description of Services

You shall submit to SheKnows articles written on topics specified by SheKnows or mutually agreed by you and SheKnows, which may include, without limitation, [REDACTED]. For campaign-related or sponsored content, approved article titles will be provided to you. This title must remain unchanged. For each article, you should provide a title, a related subheading, introduction and body copy for the article as well as the meta description and meta keywords in the manner specified to you by SheKnows from time-to-time. Each article submitted becomes the property of SheKnows, including any and all associated materials that are submitted to SheKnows (such as images, logos, information and data), whether tangible or intangible, and all intellectual and other proprietary rights associated therewith. Rewrites may be requested by SheKnows. SheKnows retains full rights to reject an article for publication and withhold compensation for any reasonable cause, including, without limitation, due to extensive rewrites or copy editing, poor search engine optimization value, failure to follow the assignment guidelines or late submission. SheKnows shall not be obligated to publish any submitted article. Proper spelling, grammar and use of punctuation are required.

Comment [KD2]: Insert subject matter of articles to be written. If there is a specific article to be written, include a reference to the specific article. If there is an existing article that the writer is assigning to SheKnows, please contact legal for appropriate language.

Compensation

For your services, you will be paid \$ [REDACTED] per article accepted by SheKnows for publication, which acceptance shall not be unreasonably withheld.

Comment [KD3]: Insert amount of compensation. If no compensation, please contact legal for appropriate language.