



SUITE101 WRITER'S AGREEMENT

DATE SIGNED:
EFFECTIVE DATE:

BETWEEN:
Suite101.com Media Inc. of
350-1122 Mainland Street
Vancouver, BC, V6B 5L1, Canada
editor@suite101.com

AND:
Freelance Writer – Your Details Here.

This Agreement sets out the terms by which you as an independent contractor (the "Writer"), will deliver a minimum of ten (10) original articles previously unpublished on the internet (the "Content") to Suite101.com Media Inc. ("Suite101") every 3 months.

Some or all of the Content may be reviewed and edited by Suite101's editorial staff in order to maintain the quality standards of Suite101's website (the "Website"). Suite101 reserves the right to delete any Content which Suite101, acting in its sole discretion, deems inappropriate or inaccurate.

Suite101 has the right to remove the Writer's access to the Website in the event the Writer fails to comply with the terms of this Agreement. You accept these terms by clicking the "I Agree" button at the bottom of this Agreement. This Agreement is effective on the date on which you accept these terms.

1. TERM AND RIGHTS GRANTED

Suite101 has the exclusive right to electronically publish the Content on the internet in accordance with the terms of this Agreement for one (1) year from the posting date of Content and shall have the perpetual, non-exclusive right to publish it thereafter. Suite101 also has the perpetual right to use excerpts of the Content, the Writer's name, likeness and approved biography in any materials created to promote the Website in any medium.

This Agreement shall remain in effect until terminated by either party at any time on written notice sent to the other party at the email addresses of record or using online tools on Suite101.com. In the event of termination, Suite101 will have a continuing right to publish the Writer's previously-delivered Content and this Agreement shall continue to apply to the Content.

The Writer agrees to adhere to the terms & conditions as published on Suite101 at http://www.suite101.com/info.cfm/terms_conditions ("Terms & Conditions"), which form a part of this Agreement.

2. WARRANTY AND CONFIDENTIALITY

The Writer warrants that the Content is original, that the Writer is the copyright holder of the Content and that it has not previously appeared on the internet. The Writer agrees to notify Suite101 of any third party claims against the Writer.

Suite101 cannot guarantee immediate, constant and perpetual access to the Writer's Content. Suite101 is not obliged to display, backup or archive the Writer's Content on the Website. The creation and maintenance of an original electronic version of the Content shall be solely the Writer's responsibility.

The Writer agrees that any information supplied by Suite101 shall be confidential and may not be disclosed at any time for any reason to any person or entity. Such confidential information shall include, without limitation, the Website design, documentation, research, procedures, marketing timetables, strategies, development plans, pay scale, payments to the Writer, statistics, communication, and other technical, business, operating and financial information.

3. COMPENSATION

Suite101 agrees to use commercially reasonable efforts to secure, but cannot guarantee, sponsored advertising links that attempt to match content of an individual webpage ("Contextual Advertising") for every page of the Content published on Suite101. Suite101 agrees to pay the Writer a fee (the "Fee") that constitutes a share (at the discretion of Suite101 and its partnering advertisers) of revenues earned from Contextual Advertising displayed on all Suite101 webpages where the Writer's Content appears in full.

Any amounts owed to the Writer shall be accumulated until the total exceeds USD \$10, after which time it will be paid to the Writer monthly via electronic payment systems specified on the Website. Suite101 will accrue Writer earnings until this minimum sum has accumulated and correct account details are provided. If the Writer has not provided correct account details within one hundred eighty (180) days of payment becoming due, the Writer's balance may be forfeited to Suite101. The Writer is solely responsible for remitting all taxes, withholdings, duties and charges relating to payment received from Suite101.

Any statistics supporting payment provided to the Writer on the Website are live and have not been subject to review. Prior to paying any monthly Fee, Suite101 reserves the right to review, audit and obtain independent verification of these statistics; any discrepancy between the live Website statistics and final verified statistics will be resolved in favor of the final verified statistics.

4. CLICK FRAUD

The Writer shall not, and shall not authorize or encourage any third party to, directly or indirectly generate queries, referral events, impressions of, or clicks on, any ad, link, search result, or referral button through any automated means ("Click Fraud"), including but not limited to through repeated manual clicks, the use of robots or other automated query tools and/or computer generated search requests, and/or the unauthorized use of other search engine optimization services and/or software. If Suite101 determines in its sole discretion that the Writer has been engaging in Click Fraud, Suite101 shall be entitled to withhold payment of the Fee, remove the Writer's access to the Website, and place restrictions on future calculation of the Fee..

5. INDEMNIFICATION

The Writer agrees to indemnify and hold harmless Suite101, its officers, directors, employees, agents, and advertising partners from claims that any Content submitted by the Writer to Suite101 defames or infringes the rights of any other person, including but not limited to any copyright, trademark, other proprietary rights or confidential information of any other person, and any third party claims resulting from actual or alleged Click Fraud abuses by the Writer.

6. MISCELLANEOUS

This Agreement and the Terms and Conditions document set forth the entire agreement between the Writer and Suite101, supersedes all prior written or oral agreements. This agreement shall be binding upon the Writer and may not be assigned by the Writer without the prior written consent of Suite101, which may be withheld at Suite101's discretion. This agreement shall be binding on Suite101, its successors and assigns.

No modification or waiver of this agreement shall be binding on either party unless agreed to by each party. If Suite101 makes modifications to this agreement, the Writer will be notified immediately upon logging in to the Website and/or by email. If the Writer continues to provide Content to Suite101 after the changes are effective, the Writer agrees to have been deemed to have accepted such changes to the agreement.

In the event of any dispute arising from this agreement, the parties agree to seek resolution through good faith mediation and/or arbitration, prior to seeking recourse through the courts.

The parties irrevocably attorn to the exclusive jurisdiction of the Province of British Columbia, Canada to determine all issues, whether at law or in equity, arising from this agreement.