

## Contributor Contract with Shift Works Partners, LLC

This Contributor Contract (the “**Contract**”) is entered into \_\_\_\_\_ (the “**Effective Date**”), by and between Shift Works Partners, LLC with an address of 324 Montague Road, Amherst, MA 01002 (the “**Client**”) and \_\_\_\_\_, with an address of \_\_\_\_\_, (the “**Contributor**”), also individually referred to as the “**Party**”, and collectively the “**Parties**.”

1. **Services.** The Client requests and the Contributor agrees to perform the following specific services (the “**Services**”):

Provide written content on various topics agreed upon with Shift Works Partners, LLC. for use by Shift Works Partners, LLC.

2. **Ownership of Work Product.** As a result of this Agreement, the Contributor will create specific deliverables, which shall be referred to as “**Work Product**”, including, but not limited to, documents, presentations, reports and the like, physical and/or electronic. All Work Product shall be owned by the Client. The Contributor does not maintain any rights to this Work Product and shall turn over all Work Product upon the termination of this Contract.
3. **Term.** This Contract shall commence upon the Effective Date, as stated above, and will continue until terminated by either party with 2-weeks’ emailed to [contact@thequeenzone.com](mailto:contact@thequeenzone.com) and acknowledged notice.
4. **Contributor Relationship.** The Parties agree that the Contributor is providing the Services under this Contract and acting as an independent contractor and not as an employee. This Contract does not create a partnership, joint venture, or any other fiduciary relationship between the Client and the Contributor.
5. **Confidentiality.** During the course of this Contract, it may be necessary for the Client to share proprietary information, including trade secrets, industry knowledge, and other confidential information, to the Contributor in order for the Contributor to complete the Services. The Contributor will not share any of this proprietary information at any time. The Contributor also will not use any of this proprietary information for the Contributor’s personal benefit at any time. This section remains in full force and effect even after termination of the Contract by its natural termination or the early termination by either Party.
6. **Termination.** This Contract may be terminated at any time by either Party upon written notice to the other Party. The Client will be responsible for payment of all Services performed up to the date of

termination, except for in the case of the Contributor's breach of this Contract, where the Contributor fails to cure such breach upon reasonable notice.

Upon termination of the Contract, the Contributor shall return all the Client's content, materials, and all Work Product to the Client at its earliest convenience, but in no event beyond thirty (30) days after the date of termination.

7. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Contract. The performance and obligations of either Party will not violate or infringe upon the rights of any third party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.
8. **Indemnity.** The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Contract by the indemnifying Party, its respective successors and assigns that occurs in connection with this Contract. This section remains in full force and effect even after termination of the Contract by its natural termination or the early termination by either Party.
9. **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS CONTRACT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.
10. **Disclaimer of Warranties.** The Contributor shall complete the Services for the Client's purposes and to the Client's specifications. THE CONTRIBUTOR DOES NOT REPRESENT OR WARRANT THAT SUCH SERVICES WILL CREATE ANY ADDITIONAL PROFITS, SALES, EXPOSURE, BRAND RECOGNITION, OR THE LIKE. THE CONTRIBUTOR HAS NO RESPONSIBILITY TO THE CLIENT IF THE DELIVERABLES DO NOT LEAD TO THE CLIENT'S DESIRED RESULT(S).
11. **Severability.** In the event any provision of this Contract is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Contract and all other provisions should continue in full force and effect as valid and enforceable.
12. **Waiver.** The failure by either Party to exercise any right, power, or privilege under the terms of this Contract will not be construed as a waiver of any subsequent or future exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.
13. **Legal Fees.** In the event of a dispute resulting in legal action, the successful Party will be entitled to its legal fees, including, but not limited to its attorneys' fees.

14. **Legal and Binding Contract.** This Contract is legal and binding between the Parties as stated above. This Contract may be entered into and is legal and binding both in the United States and throughout Europe. The Parties each represent that they have the authority to enter into this Contract.
15. **Governing Law and Jurisdiction.** The Parties agree that this Contract shall be governed by the State and/or Country in which both Parties do business. In the event that the Parties do business in different States and/or Countries, this Contract shall be governed by Massachusetts law.
16. **Entire Agreement.** The Parties acknowledge and agree that this Contract represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

**Client**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Contributor**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_