



## OWNERSHIP AND CONFIDENTIALITY AGREEMENT

This Ownership and Confidentiality Agreement (“**Agreement**”) is between IndieMade LLC (“**IndieMade**”) and the individual or company set forth on the signature block at the end of this Agreement (“**you**”).

This Agreement concerns the materials that are set forth in *Exhibit A*, attached hereto and by this reference incorporated herein (“**Material**”).

By signing and returning the acknowledgment below to IndieMade, you acknowledge and warrant that you have read the following Agreement, waiver release, authorization, assignment, and confidentiality agreement and fully understand the terms below:

In consideration of a payment following current **Published Rate Card**, which by signing below you acknowledge the receipt and sufficiency of:

(1) You represent and warrant that all of the Material is your original creation without assistance or contribution from any third party. You agree and acknowledge that the Material shall be considered a work made for hire and IndieMade shall own all right, title and interest therein. IndieMade shall be considered the author of such Material for purposes of copyright and thus shall own all the rights in and to the copyright of such Material and only IndieMade shall have the right to copyright the same which IndieMade may do in its name or in such name as IndieMade may choose. IndieMade will credit you at its discretion. To the extent that such Material or the copyrights, trademarks, and any other intellectual property rights therein do not automatically vest in IndieMade, you hereby grant, assign, and transfer to IndieMade all right, title and interest in and to such Material to the extent that you had or will have any right, title, or interest therein. IndieMade shall have the sole and exclusive rights to all such Material throughout the world, whether such rights currently exist or are recognized in the future, and in all media and languages, whether now or subsequently existing. Without limiting the foregoing, you hereby waive any and all claims that you may now or hereafter have in any jurisdiction to so-called "moral rights" or other similar concepts with respect to such Material. You shall execute such further instruments as IndieMade may request to evidence, establish, maintain, or protect IndieMade’s rights in and ownership of such Material. You hereby agree and acknowledge that since such Material is a work made for hire, you are considered an independent contractor and not an employee of IndieMade. Accordingly you shall be responsible for paying 100% of the payroll and/or self-employment taxes with respect to the amounts received by IndieMade pursuant thereto.

(4) You irrevocably release, discharge and agree to hold harmless IndieMade and all of its affiliated or related entities, representatives, agents and employees or any other entities or individuals from whom any of them might be acting, including any firm publishing and/or distributing Material, in whole or in part, from and against any and all costs, fees, compensation, or reimbursement and any and all liability of any kind or nature whatsoever as a result of (i) use of such Material; (ii) any distortion, blurring, alteration, optical illusion or use in composite form, either intentionally or otherwise, that may occur or be produced in the taking, processing or reproduction of such Material, and (iii) the publication or distribution of any such Material.

(5) You acknowledge that in the course of creating the Material or in your business dealings with IndieMade, you may have been exposed to or had access to IndieMade’s “Proprietary Material” which shall mean all customer lists, customer information, supplier lists, financial information, contractual information, logos, designs, pricing information, cost information, profit information, internal business organization information,



marketing, business and expansion plans, ideas, concepts or other business information, research and development, intellectual property, technologies, techniques, templates, processes and methods, and computer software of IndieMade, including but not limited to any and all modifications, derivative works, additions to, deletions from, alterations of or revisions thereto and all drafts, notes, concepts, ideas, suggestions and approaches related thereto or contained therein including written and oral information concerning any of the preceding. Proprietary Material shall not include information which IndieMade discloses and which is in the public domain at the time of such disclosure. You acknowledge and agree that, as between you and IndieMade, IndieMade has the exclusive copyright, trademark, patent, proprietary, industrial, ownership and use rights to all the Proprietary Material throughout the world, whether such rights currently exist or are recognized in the future, and in all media and languages, whether now or subsequently existing.

(6) You hereby agree to: (i) hold the Proprietary Material in trust solely for the benefit and use of IndieMade; (ii) not directly or indirectly sell, alienate, transfer, assign, disclose or divulge Proprietary Material to any person or entity without the prior written permission of IndieMade; and (iii) not directly or indirectly use Proprietary Material or any information relating to Proprietary Material for the benefit of any individual (including itself), business, profession, partnership, corporation, joint venture or other endeavor, other than IndieMade, nor in any way utilize or exploit any Proprietary Material commercially, nor prepare any design or derivative work from or develop any know-how, inventions or technology predicated on any Proprietary Material.

If the foregoing accurately describes our understanding and agreement, please confirm so by signing below.

AGREED TO AND ACCEPTED THIS

\_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_

Mailing Address: \_\_\_\_\_

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

\_\_\_\_\_

(Printed Name)

\_\_\_\_\_

\_\_\_\_\_

Social Security Number: \_\_\_\_\_

(Title) *(If applicable)*

Phone Number: \_\_\_\_\_



**OWNERSHIP AND CONFIDENTIALITY AGREEMENT**

**Exhibit A – Must Accompany Each Article, Post, Video or Screencast**

**(Add Content and Images here. For Videos add file name here)**

**AGREED TO AND ACCEPTED THIS**

\_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

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

\_\_\_\_\_

(Printed Name)