

This letter agreement (the “Agreement”) sets forth the terms under which you will provide to Jewish Business News, Inc. (“Jewish Business News”) newly created, original blog entries. Entries may also include photographs or images (“Blog Posts”) for use by Jewish Business News on its Jewish Business News website, currently located at [www.jewishbusinessnews.com](http://www.jewishbusinessnews.com) (the “Jewish Business News Site”) and social media, in its newsletters, and elsewhere. The Agreement contains the terms and conditions that apply to Writer’s use of the Platform (as defined below) offered by Jewish Business News at <http://www.jewishbusinessnews.com> (Jewish Business News website, together with the Platform, the Services). You and Jewish Business News agree to the following terms:

**1. Blog Content.** Beginning (the “Effective Date”), you shall provide Jewish Business News ( ) Blog Posts per month to remain the intellectual property of Jewish Business News. Each Blog Post focuses on a topic related to the Jewish community and relationships, and shall not include advertising, promotion of blogs or websites that compete with Jewish Business News blogs, or a farewell message. Notwithstanding the foregoing, you may include links within your Blog Posts to competitive blogs or websites, provided you do not promote the competitive blog website itself. You also agree to notify Jewish Business News at least three (3) business days in advance before posting your final Blog Post. In the event you desire to include in a Blog Post a:

- (i) photo or image, you will obtain written permission, if legally required, from the relevant copyright owner or his/her/its agent, to use the photo or image in such Blog Post, and you will provide attribution to such copyright owner for each photo or image used regardless; and/or
- (ii) permitted link, you will work with the Jewish Business News editorial team to try to ensure, from a technological perspective, that readers return to the Jewish Business News Site after

viewing the linked content. This will be accomplished principally by having approved external links open in a new browser window, although other strategies may be recommended from time to time. You will post each Blog Post on the Jewish Business News blogging platform on the Jewish Business News Site to the account provided to you by Jewish Business News.

You agree that your Blog Posts will not include any material that: (a) is false, inaccurate, intentionally misleading, threatening, abusive, harassing, vulgar, lewd, pornographic, obscene, invasive of another's privacy, or harmful to minors; (b) promotes any illegal activity; (c) promotes any products or services related to alcohol, tobacco, gambling or firearms; (d) infringes any patent, trademark, trade secret, copyright, or other proprietary right of any third party; (e) is libelous or slanderous; or (f) provides any material support or resources to any organization designated by any government as a foreign terrorist organization (collectively to be referred to in this Agreement as "Offensive Content"). Jewish Business News will be solely responsible for the selection and placement of advertisements, if any, within the webpages, newsletters, or social media containing your Blog Posts. Jewish Business News shall be solely entitled to receive any and all advertising revenue derived from such advertisements and will then proceed to split the revenue 50/50 with the writer.

**2. Editorial Rights.** You will be responsible for all editorial facets and content of the Blog Posts and any related message boards, including the writing, loading, posting of Blog Posts, headlines, audio, video and related links. However, you acknowledge that Jewish Business News has the right to revise, alter, adapt, condense, edit, check for accuracy and otherwise vet, and/or take down the Blog Posts in connection with the exercise of its License Rights (as set forth in Section

4 below), including without limitation, the right to transform Blog Posts into editorial pieces, such as an article, gallery or quiz (each an “Editorial Piece”). Nothing in this Agreement shall obligate Jewish Business News to publish or reproduce any of your Blog Posts on the Jewish Business News Site or elsewhere. In the event that Offensive Content appears within any of your Blog Posts or any related message board, Jewish Business News may remove such Offensive Content immediately. You agree that Jewish Business News retains the right, in its sole discretion, to terminate this Agreement immediately in the event that any of your Blog Posts or any related message board contains any Offensive Content.

**3. Payment.** Jewish Business News will pay you a monthly traffic-based fee of 50% of your Blog Posts revenue on the Jewish Business News Site. This means that each calendar month, Jewish Business News pays you a monthly traffic-based fee 50% per income accrued on any Editorial Pieces on the Jewish Business News Site, including any that you develop and Jewish Business News displays. You agree that Jewish Business News shall have the same rights to these Editorial Pieces as it does under this Agreement with respect to Blog Posts.

Jewish Business News will pay any traffic-based fee(s) due no later than ( ) days after the last day of the calendar month in which such fee(s) accrued. Payment for monthly-based traffic fee(s) shall not be issued should this Agreement expire or is terminated, at which time Jewish Business News will pay you (in accordance with the payment terms above) any monies actually due as of the date of expiration or termination.

**4. Grant of Rights.** In consideration for Jewish Business News agreeing to host and publish your Blog Posts, you hereby grant to Jewish Business News exclusive rights to publish, publicly display and distribute, copy and reproduce each Blog Post (in whole or in part) throughout the universe with love in any and all media now known or hereafter devised, including without limitation, the exclusive right to sublicense such rights to publish, publicly display and distribute, copy and reproduce each Blog Post (in whole or in part) to third parties (the “License Rights”) citing Writer as source. Notwithstanding the term of this Agreement in Section 8, the foregoing License Rights are granted in perpetuity. You also hereby grant Jewish Business News the right to use your name, biography, and/or likeness to be included with any publication or reproduction of your Blog Posts in perpetuity, as well as in connection with, during the Term of this Agreement: (a) the exploitation of the Jewish Business News Site or elements thereof; (b) any ancillary and subsidiary uses of the Jewish Business News Site or elements thereof; and (c) the advertising, promotion and marketing/publicity of the Jewish Business News Site or elements thereof. In the event you desire to promote merchandise via your Blog Post, you must first receive written approval from Jewish Business News. If the merchandise is reasonably acceptable to Jewish Business News, and the merchandise is available via Amazon.com, iTunes.com, or any other e-commerce retailer (each, an “E-commerce Retailer”), you grant Jewish Business News the right to direct all end users, utilizing Jewish Business News’s referral link, to the E-commerce Retailer selected by Jewish Business News, to purchase such merchandise, and you acknowledge Jewish Business News may participate in affiliate programs with such E-commerce Retailer(s), and shall be entitled to retain any fee Jewish Business News may receive from such E-commerce Retailer(s).

**5. Representations & Warranties.** You represent and warrant to Jewish Business News that: (a) each Blog Post shall be newly-created, original material previously unpublished or reproduced; (b) each Blog Post does not and will not include any material that infringes any copyright, trademark, patent or other proprietary right of any third party; (c) you are not bound by any employment agreement, consulting agreement or other restrictive covenant or contract that will prevent you from fulfilling your obligations to Jewish Business News under this Agreement; and (d) you will comply with all applicable laws.

**6. Promotion.** You agree to use your best efforts to promote the Jewish Business News Site and the Blog Posts whenever possible, including, without limitation, mentioning the Jewish Business News Site and/or the Blog Posts in any interviews, print articles, and other print and digital publications.

**7. Indemnity; Limitation of Liability.** You shall, at your own expense, indemnify, defend and hold harmless Jewish Business News from and against any claim brought by a third party against Jewish Business News (including court costs and reasonable attorneys' fees) to the extent that the action is based upon a claim that arises or results from a breach of your obligations under this Agreement, or any of the representations and warranties made by you under this Agreement, including, without limitation, that any of your Blog Posts, as delivered, infringe any third-party patent, copyright or other intellectual property or proprietary right, or incorporate material which is or is alleged to be libelous or slanderous. You agree to pay all those costs and damages finally awarded against Jewish Business News as a result of any such claim or action, as well as those costs and damages agreed to in a monetary settlement of such action.

IN NO EVENT SHALL JEWISH BUSINESS NEWS BE LIABLE HEREUNDER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE, LOSS OF DATA OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. IN NO EVENT SHALL THE LIABILITY OF JEWISH BUSINESS NEWS AND ITS AFFILIATES TO YOU FOR ANY CLAIM ARISING FROM OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID TO YOU BY JEWISH BUSINESS NEWS UNDER THIS AGREEMENT.

**8. Term and Termination.** The initial term of this Agreement shall be for a period of one (1) year, commencing on the Effective Date (the “Initial Term”); provided, however, that the Agreement shall renew automatically for successive **periods**, (each, a “Renewal Term,” and together with the Initial Term, the “Term”) unless either Party provides written notice of termination to the other at least sixty (60) days prior to the end of the Initial Term or any successive Renewal Term. Notwithstanding the foregoing, Jewish Business News may terminate this Agreement for any reason upon thirty (30) days prior written notice to you. Either you or Jewish Business News may terminate this Agreement effective immediately upon written notice if the other party breaches a material term or condition of this Agreement and fails to cure such breach within thirty (30) days following written notice from the non-breaching party of the breach. In addition, Jewish Business News may terminate this Agreement, effective immediately, if you include any Offensive Content in the Blog Posts in accordance with Section 1 hereof. Within forty-five (45) days of the termination of this Agreement, Jewish Business News shall pay you any undisputed amounts owed pursuant to Section 3 hereof that accrued prior to the termination date. Other than as described in the preceding sentence, Jewish Business News shall not make any payments to you after termination or expiration of the Agreement even if you continue to provide Jewish Business News with Blog Posts. Termination of the Agreement shall

not affect the exclusive rights granted to Jewish Business News in perpetuity pursuant to Section 4 of this Agreement.

**9. Remedies.** In the event you fail to comply with your obligations under this Agreement, including without limitation, by failing to post the minimum number of Blog Posts agreed to in Section 1 above, failing to post Blog Posts in accordance with Section 5 above, or by attempting to terminate the Agreement pre-maturely and without cause, Jewish Business News may, among other things, deactivate your account, suspend or reduce payments otherwise due under Section 3 above, file a lawsuit and/or pursue any other legal remedies available to Jewish Business News.

**10. Confidentiality.** Any and all information provided to you by Jewish Business News, including the terms of this Agreement, use of the Jewish Business News blogging service, or any information not already in the public domain (other than through breach of confidentiality) that you obtain during the Term, is strictly the property of Jewish Business News (the “Confidential Information”). Such Confidential Information shall not be disclosed, or provided by you, to any third party without prior written permission of Jewish Business News.

**11. Privacy Policy.** Your privacy is very important to us. Accordingly, Jewish Business News has developed this Policy for you to understand how Jewish Business News collects, uses, communicates and discloses, and makes use of personal information (e-mail address and personal name). The following outlines our privacy policy according to our company values: integrity, transparency, objectivity, mental fairness, and open-mindedness.

- Before or at the time of collecting personal information, Jewish Business News will identify the purposes for which information is being collected.
- Jewish Business News will collect and use of personal information solely with the objective of fulfilling those purposes specified by us and for other compatible purposes, unless Jewish Business News obtains the consent of the individual concerned or as required by law.
- Jewish Business News will only retain personal information as long as necessary for the fulfillment of those purposes.
- Jewish Business News will collect personal information by lawful and fair means and, where appropriate, with the knowledge or consent of the individual concerned.
- Personal data should be relevant to the purposes for which it is to be used, and, to the extent necessary for those purposes, should be accurate, complete, and up-to-date.
- Jewish Business News will protect personal information by reasonable security safeguards against loss or theft, as Jewish Business News as well as unauthorized access, disclosure, copying, use or modification.

Jewish Business News will make readily available to customers information about our policies and practices relating to the management of personal information. Jewish Business News is committed to conducting our business in accordance with these principles to ensure the confidentiality of personal information is protected and maintained.

Jewish Business News currently use Google Analytics (traffic analysis, SEO optimization), Mad Mimi (mailing list management and email support). Jewish Business News listed below what data these third parties extract exactly. Feel free to check out their own Privacy Policies to find out more.

- Google Analytics: anonymous (ad serving domains, browser type, demographics, language settings, page views, time/date), pseudonymous (IP address)
- Mad Mimi: name and email of our beta subscription list



Jewish Business News also use social buttons provided by services like Twitter, Google+, LinkedIn, and Facebook. Your use of these third party services is optional. Jewish Business News is not responsible for the privacy policies and/or practices of these third party services, and you are responsible for reading and understanding those third party services' privacy policies.

**12. Notices.** All notices, requests, consents, demands or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given: (a) when delivered, if sent by electronic mail with confirmation of delivery; (b) when delivered, if sent by registered or certified mail (return receipt requested), unless refused, in which case it shall be deemed delivered when delivery is first attempted; (c) when delivered, if delivered personally by commercial courier or by Express Post or other nationally recognized commercial overnight courier; or (d) on the second following business day, if sent by mail; in each case to send to the email or physical address set forth above, which may be changed upon notice provided to the other party in accordance with this Section 11.

**13. Other Legal Terms.** This Agreement will be governed by international journalism laws, without regard to its conflict of law principles. Any dispute or disagreement regarding this Agreement must be heard in the federal and state courts located in Israel unless both parties mutually agree to another location. This Agreement represents the entire understanding of the parties and may not be modified in any way without the written consent of both parties. No waiver of any of the provisions of this Agreement is binding unless it is in writing and signed by the party entitled to grant the waiver. You hereby expressly waive any claims that you may have against Jewish Business News relating to Jewish Business News's use of the Blog Posts in the manner authorized herein, including, but not limited to, any claims with respect to defamation,

rights of privacy and publicity, and copyright. You agree and acknowledge that Jewish Business News has no control over the manner or means of how you perform services and that nothing herein shall be deemed to confer upon you any rights that you would have, nor shall any of your duties hereunder constitute you, as an employee of Jewish Business News. You may not assign this Agreement or any of your rights or obligations under this Agreement without the prior written consent of Jewish Business News. Jewish Business News may assign this Agreement or any rights granted to Jewish Business News hereunder to any third party, including without limitation, to any successor of Jewish Business News. This Agreement shall inure to the benefit of and shall be binding on the parties hereto and their respective successors and permitted assigns. Sections 1, 2, 4, 7-13 shall survive termination of this Agreement.

**14. Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, and together all of which shall constitute one and the same Agreement. Signatures to this Agreement may be delivered by facsimile or electronically via a PDF document and will be binding upon the parties.