

## CAKE & WHISKEY LLC

### BLOGGER AGREEMENT

This Blogger Agreement ("Agreement") is made and entered into this the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "Effective Date"), by and between CAKE & WHISKEY LLC, a Kentucky Limited Liability Company ("CAKE&WHISKEY"), and \_\_\_\_\_ ("Blogger") (together, the "Parties").

#### RECITALS

1. CAKE&WHISKEY is a magazine devoted to women in all stages of their business journey; and
2. CAKE&WHISKEY desires to engage Blogger to supply written materials ("Entries") for use in its business, publications, marketing, and advertising; and
3. Blogger is a writer and/or professional that desires to provide Entries to CAKE&WHISKEY.

THE PARTIES, INTENDING TO BE LEGALLY BOUND, AGREE AS FOLLOWS:

1. Agreement.

(a) The Parties agree to be bound by the terms and conditions set forth herein. Blogger shall provide to CAKE&WHISKEY Entries from the events, stories, and/or subjects agreed to by the Parties.

(b) Blogger agrees to provide one Entry by the 15<sup>th</sup> of every month. Unless otherwise agreed to by CAKE&WHISKEY, each Entry should be between 200 and 300 words (or, 3-4 minutes if by audio/video recording).

(c) Blogger agrees to meet all deadlines for submissions and editing provided by CAKE&WHISKEY. If, for any reason, Blogger cannot do so, he or she must provide reasonable notice of such failure or delay to CAKE&WHISKEY. Any failure to meet deadlines may result in non-publication and/or termination of this Agreement by CAKE&WHISKEY.

(d) Upon submission of the Article, CAKE&WHISKEY will review and edit the form and substance of the Article. Blogger will be provided with feedback and comments based upon such review. Within seven (7) days of receiving feedback and comments from CAKE&WHISKEY, Blogger must re-submit his or her Entry with appropriate edits and changes. Failure to comply with CAKE&WHISKEY's edits and comments may result in non-publication and/or termination of this Agreement at CAKE&WHISKEY'S sole discretion.

(e) If, as part of Blogger's Entry, Blogger receives free samples, discounts, or compensation otherwise, from a third party (including sponsors, partners, or other interested parties), Blogger must expressly state such benefits in his or her Entry.

(f) CAKE&WHISKEY reserves the right to make all final editing and publishing decisions.

(g) CAKE&WHISKEY reserves the right, without prior notice, to refuse publication of any or all Entries for any reason.

(h) Blogger is under no obligation whatsoever to provide CAKE&WHISKEY with ideas for Entries. However, such unsolicited ideas may be considered for assignments and Entries by CAKE&WHISKEY from time to time. CAKE&WHISKEY reserves the right to pursue and develop such ideas for future content and Entries as it sees fit. Such ideas may or not be assigned to Blogger. CAKE&WHISKEY has no obligation to compensate Blogger for unsolicited ideas or enter into any further agreements for such ideas.

(i) CAKE&WHISKEY claims no ownership or control over any Entry submitted, posted, displayed by Blogger. By submitting, posting or displaying content through CAKE&WHISKEY, which is intended to be available to members of the public, Blogger grants CAKE&WHISKEY a worldwide, non-exclusive, royalty-free license to produce, publish, and distribute Entries on CAKE&WHISKEY's website and its affiliated media.

(j) Blogger represents and warrants that the Entry provided to CAKE&WHISKEY under the terms of this Agreement is the Blogger's original work; that the Entry is not owned by any third party; that the Entry is accurate; that the Entry has not been obtained by illegal means; that the Entry has not previously been published in any manner or medium, including, but not limited to print or electronic means; and that publication of the Entry by CAKE&WHISKEY will not violate any copyright or other rights of any third party.

(k) Blogger shall not supply Blogger's Entries to any third party, including, without limitation, any competitor of CAKE&WHISKEY. This provision shall survive termination of this Agreement.

(l) Blogger agrees to make a good faith effort to market and advertise CAKE&WHISKEY and the Blogger's authorship for CAKE&WHISKEY. These efforts shall include, but are not limited to, marketing and advertising on websites, blogs, commercial videos, and social and professional networking websites such as Facebook, Twitter, Instagram, and LinkedIn. If Blogger posts "links" to his or her Entries online, Blogger must mention "CAKE&WHISKEY" by name and provide a direct link to the CAKE&WHISKEY page where the Entry is published.

2. Term and Termination. This Agreement shall be in effect until Blogger or CAKE&WHISKEY terminates the Agreement, in writing, and such writing is received by the

other party. Notices sent electronically shall be deemed received on the date of electronic transmission.

3. Compensation.

(a) Blogger shall receive no monetary compensation from CAKE&WHISKEY for his or her Entries.

(b) Blogger shall be responsible for all costs and expenses associated with authorship of the Entry and for all equipment Blogger may need to fulfill Blogger's obligations under this Agreement. The Parties agree that no monetary reimbursement will be made in connection with Blogger's services under this Agreement.

4. Relationship Between the Parties. Blogger is an independent contractor, and the Parties neither intend nor wish to enter into an employment relationship. Blogger agrees to perform his or her services under this Agreement in conformity with the requirements of all applicable state and federal laws and regulations and in accordance with currently approved methods and standards of practice and applicable professional codes of ethics. Blogger shall be solely responsible for his or her own compliance with all applicable laws. Nothing in this Agreement shall be construed as creating a single enterprise, joint venture, employment relationship, or joint employment relationship between Blogger and CAKE&WHISKEY. As to each other, each party is independent and neither party has the authority to represent or obligate the other in any way or to any extent whatsoever.

5. Equitable Relief. In the event of a breach or threatened breach by Blogger of any provision of the Agreement, CAKE&WHISKEY shall be entitled to injunctive or other equitable relief to prevent such breach. Resort by CAKE&WHISKEY to equitable relief shall not be construed as a waiver by it of any other rights it may have for damages or otherwise. This provision shall survive termination of this Agreement.

6. Non-Waiver. The failure of CAKE&WHISKEY to exercise any of its rights under this Agreement shall not operate as a waiver, and CAKE&WHISKEY is free to exercise the same or any other right under this Agreement at any time, including after termination of this Agreement.

7. No Guarantee of Future Services. Blogger understands and agrees that nothing in this Agreement guarantees the future use of Blogger outside the scope of this Agreement by CAKE&WHISKEY, and that continued services outside the scope of this Agreement are dependent upon continued satisfactory performance and the needs of CAKE&WHISKEY.

8. Indemnification. Blogger agrees to indemnify fully and save harmless CAKE&WHISKEY, and each of its officers, directors, agents, members and employees, of and from any liability or loss (including reasonable attorneys' fees) arising out of: (i) all claims, demands and causes of action, brought by any other person or entity based upon any dispute relating to breach of any representation or warranty or any other provision of this

Agreement by Blogger; (ii) any third party claims as a result of a negligent act or negligent omission or intentional misconduct of Blogger or any of its officers, agents or employees in Blogger's performance of this Agreement, or in the provision of the services contemplated hereunder; (iii) any third party claims of infringement of any trademark, service mark, trade name, copyright or other intellectual property right arising out of any authorized use of the images or photographs as granted and approved hereunder; and (iv) any third party claims arising out of Blogger's failure to conform its promotions with all governing federal, state, local, and international laws. Blogger's indemnity obligations shall survive termination of this Agreement.

9. Choice of Law. The validity, interpretation and performance of this Agreement shall be controlled and construed under the laws of the State of Ohio. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority or mediator or arbitrator by reason of any party having or being deemed to have structured or dictated such provision.

10. Section Headings. The section headings contained in this Agreement are inserted as a matter of convenience and shall not form a part hereof to be used in any manner to construe any clause or clauses of this Agreement.

11. Severability. It is expressly agreed by both Blogger and CAKE&WHISKEY that the various covenants of this Agreement are reasonable in content and scope, but if a court of competent jurisdiction should determine that any part of this Agreement is not fully enforceable, then the unenforceable portion is to be severed from the main Agreement and the remainder is to be enforced to the full extent of applicable law.

12. Assignment. This Agreement is entered into by CAKE&WHISKEY because of the special knowledge and expertise of Blogger. Accordingly, Blogger may not assign any rights or obligations under this Agreement.

13. Entire Agreement; Alteration. This writing contains the Parties' entire agreement. No representations were made or relied upon by any party, other than those that are expressly set forth herein. No agent, employee or other representative of any party is empowered to amend any of the terms hereof, unless done in writing and signed by an officer of the respective party. This Agreement contains a final, complete and exclusive Agreement of the Parties pertaining to its subject matter and supersedes all prior written and oral agreements pertaining hereto.

14. Fees and Costs. In the event of any action or proceeding to declare or enforce the terms of the Agreement (including the documents and instruments referred to herein), the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs, at trial and appellate level including bankruptcy actions and actions for relief from the automatic stay in addition to any other relief that may be granted.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective the date first written above.

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Blogger Name

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Blogger Signature Date

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CAKE&WHISKEY Representative Name

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CAKE&WHISKEY Representative Signature Date