

Jillian Marketing Writer's Agreement

This Agreement is made this ____ day of _____, 2009, between Jillian Marketing, LLC., ("Client"), having its principal place of business at 3013 Easy Goer Lane, Greenbrier, TN 37073, and _____ ("Service Provider"), having its principal place of business at _____.

In consideration of Client retaining Service Provider to engage in content creation, it is agreed as follows:

1. Compensation and Term

Client agrees to compensate Service Provider \$15 per article provided it meets the requirements set forth by Client. It is in the Clients sole discretion to determine if those requirements are met.

The article submitted by Service Provider when applying for this position does not fall under this compensation agreement. This article is a non-paid article for the purpose of evaluating Service Provider's ability to perform assigned duties. This article will remain the property of Client regardless if Service Provider is chosen for this position or not.

2. Independent Contractor

Service Provider acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. Service Provider shall not enter into any contract or commitment on behalf of Client. Service Provider further acknowledges that it is not considered an affiliate or subsidiary of Client, and is not entitled to any Client employment rights or benefits. It is expressly understood that this undertaking is not a joint venture.

3. Confidentiality

Service Provider recognizes and acknowledges that this Agreement creates a confidential relationship between Service Provider and Client and that information concerning Client's business affairs, customers, vendors, finances, properties, methods of operation, computer programs, and documentation, and other such information, whether written, oral, or otherwise, is confidential in nature. All such information concerning Client is hereinafter collectively referred to as "Confidential Information."

4. Non-Disclosure

Service Provider agrees that, except as directed by Client, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever and that upon the termination of this Agreement it will turn over to Client all documents, papers, and other matter in its possession or control that relate to Client. Service Provider further agrees to bind its employees and subcontractors to the terms and conditions of this Agreement.

5. Grant

Service Provider agrees that its work product produced in the performance of this Agreement shall remain the exclusive property of Client, and that it will not sell, transfer, publish, disclose or otherwise make the work product available to third parties without Client's prior written consent. Any rights granted to Service Provider under this Agreement shall not affect Client's exclusive ownership of the work product.

6. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee.

7. Entire Agreement and Notice

This Agreement contains the entire understanding of the parties and may not be amended without the specific written consent of both parties. Any notice given under this Agreement shall be sufficient if it is in writing and if sent by certified or registered mail.

IN WITNESS WHEREOF, Client and Service Provider have duly executed this Agreement as of the day and year first above written.

Service Provider

Client

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____