

This freelance bibliologist agreement (the “**Agreement**”) sets forth the agreement between the person identified on the registration form above (“**you**” or “**your**”) and Riot New Media Group, Inc. (“**Riot**”) regarding your work as a bibliologist for Riot.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE AGREEING TO BECOME A BIBLIOLOGIST FOR RIOT, AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS. UPON PROVIDING YOUR CONTACT INFORMATION IN THE REGISTRATION FORM ABOVE AND SELECTING THE “I AGREE” BUTTON BELOW, YOU WILL BE BOUND BY THIS AGREEMENT.

In consideration of the mutual promises and covenants contained in this Agreement, you hereby agree as follows:

1. **Bibliologist Services.** You agree to provide the bibliologist services described in this Agreement (the “**Services**”) to Riot, in accordance with this Agreement and any policies and procedures provided to you by Riot from time to time. The bibliologist Services include preparing unique book recommendations and related content for subscribers to Riot’s services based on their subscriber profiles (each, a “**Recommendation Package**”). The Recommendation Packages will be prepared using Riot’s online platform available at <https://mytbr.co/wp-login.php> (the “**Riot Platform**”).

In order to conform with the terms of this Agreement, each Recommendation Package you prepare must:

- Begin with your review of the subscriber profile on the Riot Platform in order to assess the subscriber’s preferences.
- Include recommendations for three (3) books for the subscriber, based on the subscriber’s profile. These recommendations should be unique and based on the subscriber profile information.
- Confirm that none of the books selected are repeats of prior recommendations or books the subscriber has identified as having already read on the Subscriber Platform.
- Include entering the three (3) book recommendations into the subscriber’s profile on the Riot Platform.
- Include a letter introducing the recommendations to the subscriber, which is submitted via the Riot Platform. The letters should be well written and error free.
- Comply with Riot’s guidelines and manuals.
- Be fulfilled in its entirety (including the three (3) recommendations and introductory letter) within five (5) business days of the assignment of the subscriber to you.

You agree that you will perform the Services in a workmanlike manner and in accordance with the highest standards of the industry. Subscribers will have the opportunity to rate you on the quality of recommendations that you provide in connection with the Services.

2. **Assignment Process.** Riot will assign new subscribers to you via the Riot Platform. Once a subscriber is assigned to you, you agree to complete the Services with respect to that subscriber in accordance with this Agreement. You agree to keep Riot informed of your availability to take new assignments. You will notify Riot at least seven (7) days prior to any change in your availability (e.g., vacations), except in the case of an emergency, in which case you will notify Riot as soon as possible. Riot provides no guarantees as to the amount of Services it will assign to you.

3. **Fee.** In consideration of the Services provided by you to Riot, Riot shall pay you a fee of Seven Dollars and Fifty Cents (US\$7.50) for each Recommendation Package. You will be paid via Paypal and must provide Riot with accurate Paypal account information. You will be paid for each completed Recommendation Package within thirty (30) days following the end of the calendar month in which the Recommendation Package is submitted.

4. **Term.** This Agreement may be terminated at any time upon notice to you by Riot. You may terminate this Agreement upon thirty (30) days prior written notice to Riot.

5. **Ownership.** This Agreement governs all rights and obligations related to any work developed or created by you (the “**Work**”) while providing the Services for Riot pursuant to this Agreement, including, without limitation, each Recommendation Package and any written materials, letter, recommendations, content tagging and other materials produced or created by you. All right, title and interest, including, without limitation, all copyrights, patent rights, trade secret rights and other intellectual property rights, associated with any Works shall belong exclusively to Riot. All Works you create for Riot pursuant to this Agreement shall be works made for hire within the meaning of the copyright laws of the United States. In the event that the Works are deemed not to be works made for hire, then you hereby assign to Riot all right, title, and interest in the Works, including all copyright rights, in all media, now or hereafter know, worldwide, without additional compensation. Riot shall have the right to edit or otherwise modify the Works as it sees fit. You also agree to execute such additional documents as may be reasonably requested by Riot to further evidence, perfect or record Riot’s rights in the Works. Upon termination of the Services, or at any prior time upon the request of Riot, you will provide Riot with all memoranda, notes, records, drawings, manuals, disks, or other documents or media containing the Works, or otherwise pertaining to your work with Riot.

6. **Independent Contractor.** You agree that you are an independent contractor and not an employee of Riot. You at all times shall control the details of your performance under this Agreement and Riot shall not be liable for any of your acts or omissions in connection with your performance under this Agreement. You shall be solely responsible for payment of any federal, state and local income taxes, any social security and/or self-employment taxes, and all necessary insurance, including workers compensation insurance with respect to the Services provided under this Agreement. You further agree that this Agreement does not constitute an employment contract or offer of employment.

7. **Confidentiality.** “**Confidential Information**” means any and all information related to Riot’s business (including this Agreement, trade secrets, technical information, business processes, business strategies, marketing plans, and subscriber information) that you know, or would reasonably be expected to know, Riot considers to be confidential or proprietary or that Riot has a duty to treat as confidential. During the term of this Agreement

and at all times thereafter, you will (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted or required by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining Riot's express prior written consent on a case-by-case basis. You agree not to directly or indirectly contact any subscriber, other than via the Riot Platform. You agree to keep your credentials to the Riot Platform secure and will notify Riot immediately if your credentials are lost, stolen or misused.

8. Representations; Indemnity; Limitation of Liability. You represent and warrant that you have all necessary rights to enter into and perform your obligations under this Agreement and that the Work is original to you. You agree to hold Riot and its affiliated companies and licensees, and their respective agents, contractors, officers, and employees (the "**Riot Indemnitees**") harmless against any and all claims, losses, liabilities, damages, costs and attorneys' fees arising out of your breach of this Agreement, including any representations or warranties contained herein. You further waive, release, and discharge the Riot Indemnitees from any liability for any claims arising out of Riot's use of the Works and any and all changes or distortions to the Works, whether intentional or otherwise. You agree to cooperate with Riot if any complaints, claims or litigation should arise regarding the Works. RIOT'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AGGREGATE AMOUNT OF FEES AND EXPENSES OWED BY RIOT TO YOU FOR SERVICES PERFORMED UNDER THIS AGREEMENT.

9. Miscellaneous. You agree that your name, likeness and/or biographical information may be used by Riot and its licensees for advertising or promotional purposes. Agreement constitutes the entire understanding between you and Riot with respect to the subject matter herein, and supersedes any prior agreements, representations or understandings, whether written or oral, with respect to such subject matter. Unless otherwise agreed to in a separate written agreement between you and Riot, all works that you create for Riot will be governed by the terms of this Agreement. This Agreement may not be modified or changed except in writing and signed by both parties. Sections 5-9 shall survive any termination of this Agreement. This Agreement shall be governed by the laws of the State of Oregon, without regard to its conflicts of law principles. You may not assign or subcontract your obligations under this Agreement without the prior written consent of Riot.