

THE LEGAL AGREEMENTS SET OUT BELOW GOVERN YOUR RELATIONSHIP WITH ZINCUBATE AS A POTENTIAL GUEST WRITER. TO AGREE TO THESE TERMS, CLICK "AGREE." IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CLICK "AGREE."

## **TERMS**

This Agreement is dated upon the submission of the contact form between you and Atilus, LLC (DBA Zincubate) with its principal address located at 27499 Riverview Center Boulevard Suite #244 Bonita Springs, FL 34134 ("ZINCUBATE"), a Florida Limited Liability Zincubate.

## **CONFIDENTIAL INFORMATION**

This Agreement creates a confidential relationship between ZINCUBATE and you. Information concerning ZINCUBATE and/or its business affairs, affiliate relationships, vendors, finances, properties, methods of operation, computer programs, employees, documentation, and other such information whether written, oral, or otherwise, is confidential in nature.

## **SCOPE OF SERVICES**

As a guest writer for Zincubate, you have indicated that you want to provide written content relative to your subject area expertise. Your performance as a contributor will be as a guest writing consultant, and nothing in this Agreement will create or imply an agency relationship between you and Zincubate, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties. Zincubate is under no obligation to publish any work that you submit and may add, amend, remove, or otherwise alter any submission that you provide at its sole discretion.

## **PAYMENT FOR SERVICES**

Zincubate will not pay guest writing consultants for writing unless determined by a duly executed written contract. By clicking "Agree" you signify that you agree to write pro bono and without compensation for Zincubate under the terms of this agreement. You shall be responsible for the payment of all applicable federal, state or local taxes with respect to all amounts paid to you under this Agreement. You agree that any services you perform are as an independent consultant and are pro bono. You will not be deemed to be an employee of Atilus. You will not be entitled to any employee benefits, and ZINCUBATE will make no deductions from any of the payments due to you hereunder for state or federal tax purposes since you are agreeing to write pro bono.

## **TERMS**

You warrant that all articles written and materials submitted to ZINCUBATE will be *your own* original works of authorship and will not infringe upon or violate any intellectual property right of any third party. You warrant that each item, article, post, post comment, or material submitted to ZINCUBATE does not plagiarize any other author in any way. You license full rights to all articles and written materials to ZINCUBATE. You relinquish all rights to articles once submitted to ZINCUBATE. Articles become the full property of ZINCUBATE. You agree not to work on similar projects (including articles on the same topics as articles submitted to ZINCUBATE) for other parties.

## **TERMINATION**

ZINCUBATE may terminate this Agreement for convenience and without cause immediately upon written/emailed notice to you.

## **ATTORNEYS' FEES AND APPLICABLE LAW**

If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs. This Agreement will be governed by the laws of the state of Florida. Venue for any legal action to enforce this Agreement will be in Lee County, Florida.

## **FORCE MAJEURE**

Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control.

## **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

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