

Contributor Agreement

By clicking or affixing your digital signature below to accept the terms and conditions of this Contributor Agreement (the "Agreement") you understand and agree that:

- When you create and submit written or video content ("Content") to TheHill.com, you agree to the following: (a) Capitol Hill Publishing Corp., its successors, affiliates and licensees (collectively, the "Company") shall have the right to post, publish, republish or otherwise reproduce such Content on TheHill.com and/or in any newspapers, magazines, periodicals, websites, or other media of the Company, its successors, affiliates and/or licensees, whether now existing or hereafter developed in any form in any and all media (individually and collectively referred to herein as "The Hill"); (b) the Content is a "work made for hire" specially ordered, commissioned and/or accepted by the Company and is owned fully and completely by the Company (subject only to your license to use the Content as provided below); (c) the ownership of the Content, and all other materials previously submitted or to be submitted to the Company in the past or future, are subject to and governed by the ownership terms and provisions of this Agreement; and (d) the Content and any related payments are subject to the terms herein. If for any reason the Content is not deemed to constitute a "work made for hire," you hereby irrevocably assign and transfer to the Company in perpetuity any and all rights of any kind to the Content.
- By submitting Content to The Hill, you agree and acknowledge that the Company shall be the exclusive provider of that Content for 14 days from the date of posting (the "Exclusive Term") should it be accepted to be posted on The Hill, at the Company's sole discretion, and that the Company shall have the worldwide, irrevocable, perpetual, transferable, sub-licensable, fully-paid up (subject only to any required payments hereunder) right to make any use of such Content, and any derivative works therefrom on The Hill, in any and all media and in any format presently existing or hereafter to exist, and in advertising and promotional materials relating to the Company. Upon expiration of the Exclusive Term, the Company automatically grants you a non-exclusive, worldwide, perpetual, transferable, sub-licensable, fully-paid up, royalty-free license to publish the Content on another website, so long as (1) it prominently includes the statement that it was "originally published in The Hill" and (2) it includes a prominent link back to the original publication of the Content on The Hill. You agree that prior to submitting any Content to the Company, you shall not have posted such Content or made such Content available in full or in part, and will not subsequently post such Content or make it available in full or in part (or any article substantially similar) during the Exclusive Term on any other website, including any blog, or in any other media, technology or method. Notwithstanding the foregoing, you may publish a headline and/or brief summary or snippet of the article elsewhere (up to a maximum of 100 words, but no more than 25% of the total article) and link to the full Content on The Hill, including promoting the Content on social media platforms (such as Twitter and Facebook) as required herein. The brief summary or snippet may not include photos, charts or images.
- The Company reserves the right to accept or reject any Content submitted by you in its sole and absolute discretion. Further, the Company reserves the right to remove any Content from The Hill, or edit it and its headline/title in any fashion (including on social media posts), at any time and for any reason in its sole and absolute discretion.
- You agree to receive payment for the Content should it be posted on TheHill.com site in the following manner, Content will accrue earnings based on the number of times that it is viewed on the TheHill.com site ("Pageviews") as determined by the Company in its sole discretion.
- The currently applicable rate for payment is \$2.00 per 1,000 desktop and/or mobile Pageviews of

the Content on TheHill.com. We reserve the right to adjust this rate at any time at our sole discretion. We will give notification of any such changes on this website page.

- You agree that the above payments are the total compensation that you are entitled to receive for Content. You must notify us of any disputed or missing payment within thirty (30) days of the date that payment is or should have been received.
- You shall be solely responsible for compliance with all ethical requirements or other laws, rules or regulations to which you are subject. Your Content will generate payments to you as provided above. You agree that you are not subject to any ethical requirements or other laws, rules or regulations that preclude you from lawfully accepting payment for your Content. You further agree that you shall refuse or return payment if you are subject to any ethical requirements or other laws, rules or regulations that preclude you from lawfully accepting such payment.
- Payments will not be made to third parties under any circumstances.

Payments will be made quarterly by check, to you as payee and sent to the address you provide to the Company. Payments will be made within 45 business days from the end of each quarter. Payments will only be made if there is a minimum of \$100 due on your account. Accrued earnings of less than \$100 will be rolled over to the next quarterly payment only if you submit additional Content to the Company in the immediately following quarter.

- We may withhold all payment for Content under any of the following circumstances: (i) if we believe that inappropriate methods (i.e., Pageviews generated from non-genuine content readership or fraudulent acts such as click spam, automated robots, macro programs or internet agents) have been employed to increase traffic, (ii) if your Content (or any article substantially similar) is posted on another site with or without your permission during the Exclusive Term, and is therefore not exclusive to The Hill, or (iii) if your Content is removed from the site and/or article feeds and lists for any reason by the Company.
- You agree to actively promote all content submitted by you that is accepted for publication in TheHill.com through all reasonable means, including, without limitation, posts on social media platforms (such as Twitter and Facebook) with links to the article on TheHill.com. You further agree that The Hill shall have the right to utilize your name and/or likeness for publicity purposes. You agree that you will not identify yourself or refer to yourself in any medium (including television, radio, social media or online) as a contributor to The Hill without the Company's advance written permission. Any publication of the Content in any medium following the Exclusive Term must prominently include the statement that it was "originally published in The Hill."
- Although the Company takes reasonable commercial measures to prevent content from being republished in full by other websites or via other technologies, the Company is not liable for any actions of third parties, including publication of content without the Company's consent.
- As stated above, you will be paid by check for any publication of Content hereunder. In its sole discretion, in the future, the Company may decide to pay you via electronic transfer. In the event that the Company decides to pay you electronically hereunder, you are responsible for ensuring that the banking details and/or other payment information that you provide to the Company are current at all times. Payments shall only be made into an account in your name or bearing an email address identical to that which we have on record.

The Company will not be responsible for paying any banking fees, other charges or interest, including without limitation fees or charges resulting from your failure to comply with these terms, such as those incurred for being unable to pay you, or restoring payments to you that were paid into the wrong account if your payment information is not up to date.

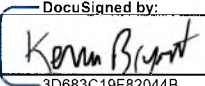
- We reserve the right to charge you, or offset against future payments, if you provide incorrect account information, for charges imposed on us by the payment services you choose, or for amounts paid for Content submitted by you that we later learn is not owned by you. In addition, if we are unable to make payment to you, amounts owed may be subject to state escheat or unclaimed property laws.
- If you are a U.S. person (as defined under U.S. tax law), you agree to provide us with your U.S. tax identification number and a fully-completed Form W-9. We may require submission of other forms for individuals outside the U.S. You are responsible for paying all taxes on the amounts that we pay you. Both parties agree that you are an independent contractor for the Company, and not an employee, and that you will use your own equipment and premises to create the Content. Nothing in this Agreement creates a joint venture, partnership, employment, or agency relationship between you and the Company.
- With respect to all content submitted by you to The Hill, you represent and warrant to the Company that:
 - You have carefully read and understand this Agreement in its entirety;
 - You have the full, exclusive and unencumbered right and authority to enter into this Agreement and perform your obligations hereunder;
 - You are the sole and exclusive owner and administrator of all rights, titles and interests in and to the content;
 - The content shall be created solely by your own efforts and shall not be copied from or based upon any other material of any kind unless such material is in the public domain;
 - You have thoroughly checked the facts in your content submissions;
 - You are at least 18 years old;
 - Neither the content, nor any elements thereof, infringes upon or violates the copyright, trademark, intellectual property rights or any other proprietary rights of any person or entity;
 - Neither the content, nor any elements thereof, violates the rights to privacy or publicity against any person or entity;
 - Neither the content, nor any elements thereof, shall attribute a false or misleading statement to, or imply a false endorsement by, the Company;
 - Neither the content, nor any elements thereof, contains defamatory material or would constitute defamation; and
 - No adverse claim exists with respect to the content.

Except as you advise the Company in writing in advance, you have performed no work on behalf of any subject of the Content; received no consideration from them; have received no consideration from any third party for acting as spokesperson, taking a particular position or endorsing a particular view, product or brand in connection with the Content; and are subject to no other potential conflicts of interest in connection with the Content. In the event that you advise the Company of such information, the Company, in its sole discretion, may include it prominently in any publication or use of the Content.

- You acknowledge and agree that the views and opinions expressed in any Content submitted by you are your views and opinions alone, and not those of the Company. In connection with the submission by you of any Content to The Hill for publication, you agree to disclose all conflicts of interest or potential conflicts of interest that may exist (financial or otherwise). The Company shall have the right to either (1) refuse to publish that Content because of such conflicts of interest or potential conflicts of interest (or otherwise), or (2) publish that Content and disclose (in any manner the Company sees fit) all conflicts of interest and potential conflicts of interest, in its sole and absolute discretion.
- You agree to indemnify, release and hold harmless the Company (as well as the Company's

officers, directors, members, managers, owners, agents, employees, affiliates, successors, assigns and licensees) from and against any and all liabilities, claims, suits, demands, actions, judgments, losses, damages, fines, penalties and expenses (including costs and reasonable attorneys' fees) incurred by or asserted against such indemnitees arising out of or in connection with any breach or claim of breach of the representations and/or warranties made by you hereunder, including but not limited to your representation and warranty regarding defamation.

- The Company's aggregate liability to you for all claims of any sort will be as follows: (i) for claims relating to specific Content, the amount that it has paid you for that Content; and (ii) for all other claims, the amount that it has paid you for Content during the six-month period prior to your bringing your claim.
- The Company or its payment processing provider may send you notification emails updating you as to the status of your content or payments, and related to your registration, banking and tax details.
- We may terminate or change the terms and conditions of this Agreement at any time. Termination of your relationship with the Company shall not terminate any rights of the Company for previously submitted articles.
- This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns. All notices shall be in writing or electronic mail. This Agreement shall be controlled, construed and enforced in accordance with the laws of the State of New York without giving effect to its principles of conflicts of law. Each of the parties irrevocably submits to the exclusive jurisdiction of the state and federal courts located in New York City for the purposes of any suit, action or other proceeding in connection with or relating to this Agreement. If any provision of this Agreement is invalid or unenforceable, the balance of this Agreement shall remain in effect. A waiver of any breach of any provision of this Agreement must be in writing or by electronic mail. This Agreement represents the entire agreement with respect to the matters contemplated herein and supersedes any prior oral or written agreements or undertakings between the parties with respect to such matters.

Agreed and Accepted:	
Signature:	<small>DocuSigned by:</small> 
Name:	<small>3D683C19F82044B...</small> Kevin Bryant
Date:	6/29/2017