



Independent Service
Writer Agreement
& Documents



Welcome to the Ghost Ink Team! We are happy you have joined us. Your contribution is important to help propel our organization to the next level of growth and ensure our sustained success.

As a first step in the onboarding process, please review, fill out and sign the attached documents. This includes an Independent Service Agreement, Confidentiality Agreement and W-9, which you will need to execute and submit prior to starting any projects.

Once they have been completed, please return the signed documents via email at Keisha@ghostink.com, or via fax 1-888-933-1336. Fully executed copies will be provided to you prior to your first assignment.

Again, we are glad you are joining the Ghost Ink Team. We look forward to working with you and we hope that you will enjoy working with our company.

If you have any questions, feel free to contact us at 813-476-8208.

Sincerely,

A handwritten signature in black ink, appearing to read "Keisha", with a long horizontal flourish extending to the right.

Keisha Cross
Ghost Ink, LLC
Phone: 813-476-8208
Email: Keisha@GhostInk.com
Web: www.GhostInk.com



INDEPENDENT SERVICE AGREEMENT

This Work-For-Hire Freelance Writing Agreement (“**AGREEMENT**”) is hereby entered into as of this _____ day of _____, 20____ (“Effective Date”) between GHOST INK, LLC. (“**COMPANY**”) and **WRITER** noted below, with respect to the Services and Project defined herein below.

PARTIES:

COMPANY

GHOST INK, LLC. (“**COMPANY**”)
(a Delaware Corporation)
10331 Carolina Willow Dr.
Ft. Myers, FL 33913

WRITER

Name: (“**WRITER**”)
Address:
Phone:
Email:

TERMS & CONDITIONS

1. **SERVICES:** Subject to the terms and conditions set forth herein, COMPANY hereby engages WRITER to perform, and WRITER agrees to perform, professional writing, proofreading, editing and design (“**SERVICES**”) for present and future projects and services as specified by COMPANY.
2. **DELIVERABLES:** Upon completion, WRITER shall submit the completed project(s) in written form in format reasonably acceptable to COMPANY. Subject to the terms set forth herein, the manner and method of producing the project is solely at the discretion of the WRITER as long as they comply with COMPANY requirements, which COMPANY shall communicate to WRITER.
3. **OBLIGATIONS AND WARRANTIES OF WRITER:**
 - A. Upon submitting project(s) to the COMPANY, WRITER represents and warrants that the project(s) (or any part of it):
 - is plagiarism-free and original (is not owned by any third party fully or partially and does not contain any previously produced text, “copy-pasting”);
 - contains full and absolutely correct references to third-party authors;
 - contains quotations of texts by third-party authors with obligatory indication of page or paragraph of cited source;

- complies with all requirements provided by the Client (formatting style is considered a requirement)
 - has not been obtained by unlawful means;
 - has not been previously published in any manner or medium, specifically including but not limited to, print or electronic means.
- B. The WRITER acknowledges and agrees that if they fail to adequately complete projects by the due date, COMPANY has the sole right to cancel this Agreement; provided that COMPANY must pay WRITER a reasonable prorated amount of the fees proportionate to that portion of the project completed to date. If the WRITER fails to meet the project deadline, they must contact COMPANY to request a deadline extension at least 24 hours prior to the due date. Extension is not guaranteed and can be granted in COMPANY's sole discretion.
- C. All projects must conform to general readability standards as determined by the COMPANY. WRITER acknowledges and represents that if the project fails to conform to the general readability standards, COMPANY has the sole right to request immediate revision of project, deny payment, and/or cancel this Agreement. If the project is deemed inappropriate or unacceptable by COMPANY at the time of submission or publication, either for content or other reasons, COMPANY has the sole right to request immediate revision of the project, deny payment, and/or refuse to use any portion of the project in any publication related to the client or business of COMPANY or otherwise.
- D. WRITER will not enter into any contract or agreement, nor engage in any activities that would result in a conflict with WRITER's duties under this Agreement.
- E. With the terms of this agreement, WRITER shall not have the authority to make any commitments whatsoever on behalf of COMPANY, as agent or otherwise, or to bind COMPANY in any respect.
- F. Each party will provide to the other on a regular basis such information as may be required to enable the other party to be assured of compliance with this Agreement.
- 4. COMPENSATION:** WRITER must provide their Invoice(s) or Statement of Services Rendered to COMPANY Accounts Payable via email (Billing@GhostInk.com). **Invoices will be paid on the 1st and 15th of each month for all work completed in the preceding two-week time period.**
- 5. INDEPENDENT CONTRACTOR STATUS:**
- A. The parties expressly agree and acknowledge that the relationship created by this Agreement is one of Independent Contractor. COMPANY is not the employer of the WRITER. The WRITER agrees to be treated as an Independent Contractor for all employment purposes. Therefore, no payroll deductions for employment taxes or insurance of any kind shall be paid by COMPANY for or on WRITER'S behalf. Payroll deductions, employment taxes and insurance that are subject to this paragraph include but are not limited to FICA, federal, state, and local income tax withholding; state disability insurance; state unemployment insurance; and workers compensation insurance.

- B. The WRITER shall not represent themselves out to the public as an employee, agent, or partner of or with the COMPANY. The Client is engaged in the business of Client's Business and is not an employer, partner or joint venture of or with the Writer.
6. **MATERIALS:** COMPANY agrees to furnish the WRITER with all necessary materials needed to complete the work and projects described herein. Such materials may include, but are not limited to, videos, audio recordings, podcast, manuals, guides, articles, training documents, client's products, passwords/logins, marketing collateral, feedback and guidance on what the client's objectives are.
7. **TERM; TERMINATION:** This Agreement will begin on the Effective Date set forth above and shall continue until terminated as provided herein by either party. If either party violates a term of this Agreement, then the other party (the "Non-Breaching Party") may terminate this Agreement, effective immediately upon delivery of written notice of termination by the Non-Breaching Party. Notwithstanding the foregoing, either party may terminate this Agreement at any time for any or no reason, effective upon three (3) days written notice. Upon written or verbal cancellation, COMPANY is responsible for payment for all expenses incurred and any work performed by WRITER toward the completion of the project(s) based on the percentage of project completed. Should COMPANY cancel the project following its completion, COMPANY is responsible for full payment as per the above estimate plus all other expenses incurred.
8. **OWNERSHIP/COPYRIGHT:** All original work created for this project(s) shall be considered "work-for-hire" performed in the United States of America. The copyright for all work produced under this agreement shall belong to the WRITER until 100% of payment has been received. Upon receiving full payment, the WRITER shall transfer all rights to COMPANY. COMPANY shall exclusively own in perpetuity all now known or hereafter existing rights of every nature worldwide pertaining to such work in or as part of any version of COMPANY publications that are published in print or displayed through computer-assisted and other interactive media such as the Internet and World Wide Web (collectively the "Rights"). WRITER hereby irrevocably grants and assigns to COMPANY all Rights for the Work free from any restrictions and limitations.
9. **CONFIDENTIALITY:** Unless required by laws, the WRITER agrees that any and all information learned or provided by COMPANY (the "Information") relating to COMPANY or its business, clients, products and services shall be kept strictly confidential. The WRITER agrees not to, at any time, or in any manner, either directly or indirectly, use any information for the WRITER's own benefit, or divulge, disclose, or communicate in any manner any information to any third party inconsistent with this Agreement without the prior written consent of COMPANY. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.
10. **CONFLICTS OF INTEREST:** WRITER is disallowed from using any COMPANY resources for the purpose of generating non-COMPANY business. Resources include, but are not limited to: COMPANY back-office software CRM systems, COMPANY client lists, COMPANY corporate social media pages, or direct solicitation of client at any COMPANY-sponsored events. WRITER explicitly agrees to only promote COMPANY services to any COMPANY clients and to never use COMPANY's name or give the impression that COMPANY approves, licenses or is affiliated with any non-COMPANY company, event, product or service. WRITER agrees to not promote or discuss competitors, pricing, non-approved outside brand names, or distribute any non-COMPANY services to clients; this includes the display or distribution of any non-COMPANY URL's or web links. Non-compliance will result in the immediate termination of this agreement, as well as, clawbacks of commission received.
11. **NAMES AND MARKS:** All trademarks and trade names of each party are and will remain the exclusive property of such party. Neither party will acquire any right to the trademarks or trade name of the other party. COMPANY will have the limited right to use WRITER's trade name and trademarks in connection with the activities described in this Independent Service Agreement. WRITER may not: (a) publicize this Independent Service Agreement or its subject matter, (b) state that any Product or Service has been approved or endorsed by COMPANY or its affiliates; or (c) use the name, trade

name, trademark or symbol of COMPANY on any list of WRITER's customers, or in connection with any advertising or promotional materials or activities, or in other written, electronic, magnetic or laser media communications with or materials or products provided to third parties. WRITER shall use COMPANY trademark only as COMPANY may authorize, and WRITER shall not claim any proprietary right to or interest in such trademarks.

- 12. SEVERABILITY:** If any provision of this Independent Service Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions of this Independent Service Agreement will continue in full force and effect.
- 13. STANDARDS OF CONDUCT.** COMPANY is committed to conducting its business free from unlawful, unethical or fraudulent activity. WRITERS are expected to act in a manner consistent with the ethical and professional standards of COMPANY as described in the COMPANY Code of Conduct, including prompt reporting of unlawful, fraudulent or unethical conduct.
- 14. LAW COMPLIANCE:** WRITER warrants that it is in compliance with all applicable laws, regulations and standards, including but not limited to, those relating to all the provisions of the Services outlined in this Independent Service Agreement. WRITER and any of its employees shall comply at all times with all applicable laws and regulations of any jurisdiction in which WRITER acts.
- 15. INDEMNIFICATION:** WRITER will defend, indemnify, and hold COMPANY, its affiliates and their respective officers, directors, employees, contractors, and agents harmless from and against any claims, actions, proceedings, demands, loss, liability, costs, damages or expenses (including but not limited to reasonable attorney's fees) incurred (a) based on any breach or default by WRITER in the performance of WRITER'S obligations or breach of its warranties hereunder; (b) to the extent that the Products or Services constitute an infringement of a copyright, trade secret, patent or other third party intellectual property right; or (c) based on any act or omission constituting negligence or willful misconduct or breach of fiduciary duty by any officer, director, agent, contractor, or employee of WRITER in connection with WRITER'S performance under this Independent Service Agreement.
- 16. FINAL AGREEMENT:** Upon signing this agreement all prior agreements and contracts, including letters of offer, are null and void. This Independent Service Agreement and its terms and conditions will terminate and supersede any and all prior agreements between WRITER and COMPANY. This Agreement may be modified only by a further writing that is duly executed by both parties.
- 17. GOVERNING LAW:** This contract will be governed by and construed in accordance with the laws of the State of Florida, without giving effect to its choice of law rules. The courts in Lee County, Florida shall have sole and exclusive jurisdiction and venue to adjudicate over any actions related to the subject matter of this Independent Service Agreement.
- 18. ENTIRE AGREEMENT; AMENDMENTS:** This Agreement constitutes the entire understanding of the parties. Any changes or modifications thereto must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto assert that they have read, understood and agree to the terms of this Agreement and hereby have duly executed and delivered this Agreement as of the date and year first written above.

GHOST INK, LLC



Name: Keisha Cross
Title: CEO

WRITER/COMPANY:

Name:
Title:



CONFIDENTIALITY AGREEMENT

I _____, (“**WRITER**”) acting as a Contractor for Ghost Ink, LLC, a Delaware limited liability company (“**COMPANY**”), may receive certain sensitive confidential and proprietary information in order to perform writing, proofreading, editing and design services on said information.

THEREFORE, as an inducement to the **COMPANY** to enter into that certain Independent Service Agreement between the **COMPANY** and the **WRITER**, the **WRITER** hereby agrees as follows:

- 1. CONFIDENTIAL INFORMATION:** For purposes of this Agreement, the term “Confidential Information” means all information disclosed to the **WRITER** in the course of performing services for the **Company**. Confidential information includes, but is not limited to, (a) all forms of documents including, books, reports, home study guides, courses, manuscripts, grants, proposals, materials, designs, specifications, techniques, models, data, diagrams, documentation, research data, processes, procedures, and “know-how”, (b) customer information, marketing plans, price list, strategies and other information regarding the **Company** and its business. (c) confidential and proprietary information and various trade secrets including scientific, engineering and technical know-how, processes, computer software and related documentation owned or marketed by **COMPANY** or its clients, marketing strategies, customer requirements, customer lists, employees’ compensation, methods of doing business, the financial affairs of **COMPANY** and other confidential business information which belongs to **COMPANY** or its clients. All information communicated shall be considered Confidential Information in the course of this relationship regardless of whether disclosed visually, in writing, or on electronic media. Oral statements constitute Confidential Information so long as they are designated as confidential when transferred, provided or communicated. All Confidential Information shall be and remain the sole property of the **Company**. No license or conveyance of any rights is implied by the disclosure of Confidential Information.
- 2. RESTRICTIONS ON USE & DISCLOSURES:** The **WRITER** represents, warrants and agrees that:
 - B. it will hold in trust and confidence all Confidential Information and will not publish, transfer or disclose to others, directly or indirectly, as Confidential Information or anything relating to such information without the prior written consent of the **Company**;
 - C. it will not copy or reproduce any Confidential Information;
 - D. it will not use any Confidential Information for any purpose without prior written consent of the **Company**, except as may be necessary in the course of the **WRITER**’s business relationship with the **Company**;
 - E. in fulfilling its obligations under clauses (a), (b) and (c) above, it will use the same care and discretion to avoid disclosure, publication, or dissemination of Confidential Information as the **WRITER** employs with respect to similar information of its own that it does not desire to publish, disclose or disseminate;
 - F. it will upon the termination of the Service Agreement, or at any other time upon the request of the **COMPANY**, immediately return all or any part of the Confidential Information and all copies thereof as requested by the company.
- 3. EQUITABLE RELIEF:** The **WRITER** agrees and stipulates that the provisions of this Agreement are fair and reasonably necessary for the protection of the business, goodwill, confidential information

and other protectable interested of the COMPANY and that a breach of threatened breach of this Agreement would give rise to irreparable injury to the COMPANY, which injury would be inadequately compensable in money damages. Accordingly, the WRITER acknowledges and agrees that the COMPANY shall be entitles to seek and obtain a restraining order and/or injunction prohibiting the breach or threatened breach of any provision, requirement or convenient of this Agreement, in addition to and not in limitation of any other legal remedies which may be available.

4. **CONTINUING OBLIGATIONS:** WRITER agrees and acknowledges that the Confidentiality obligations contained herein shall survive termination of this Agreement and remain fully enforceable to the full extent of the law.
5. **GOVERNING LAW:** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida, excluding that body of law known as choice of law, and shall be binding upon the parties hereto in the United States and worldwide. All disputes with respect to this Agreement shall be brought and heard in Florida state courts located in Lee County, Florida. The parties to this Agreement each consent to the in personam jurisdiction and venue of such courts. The parties agree that service of process upon them in any such action may be made if delivered in person, by courier service, by telegram, by fax or by first class mail, and shall be deemed effectively given upon receipt.
6. **ENTIRE AGREEMENT:** This Agreement together with the Independent Service Agreement, constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, discussions and understandings of the parties, whether written or oral. Should any provision of this Agreement be determined to be void, invalid or otherwise unenforceable by any court or tribunal of competent jurisdiction, such determination shall not affect the remaining provisions hereof which will remain in full force and effect. No waiver or modification of any of the provisions of this Agreement shall be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto assert that they have read, understood and agree to the terms of this Agreement and hereby have duly executed and delivered this Agreement as of _____ (effective date)

GHOST INK, LLC



Name: Keisha Cross

Title:

WRITER/COMPANY:



Name:

Title:

Vendor Payment Options

Please select your preferred method to receive payments:

Payment by Check

Mailing Address: _____

Bank ACH Payment (Direct Electronic Payment)

Please specify bank account details:

Name on Account: _____

Mailing Address: _____

Email: _____ Phone: _____

Bank Name: _____

Account Number: _____

Routing Number: _____

Account Type: Checking Savings

Bank Address: _____

Bank Phone Number: _____

(ACH Payment = No fee, 3 Business Day Delivery)

PayPal

Email Address: _____

Mailing Address: _____

(PayPal Fee = 2.9% + \$.30)

Please submit invoices to Billing@GhostInk.com.
Payments are distributed on the 1st and 15th day of each month.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.