

TickerTags  
Tag Curator Agreement

By using our website you agree to be legally bound by these terms, which shall take effect immediately on your first use of our website. If you do not agree to be legally bound by all the following terms please do not participate in the TickerTags Tag Curator Program and do not access and/or use our website.

This Tag Curator Agreement ("Agreement") is entered into as of \_\_\_\_\_, by and between TickerTags ("Company") and \_\_\_\_\_ ("Curator").

1. By participating in the TickerTags Tag Curator Program, Curator represents that: (1) he/she are not a party to any agreement that would prohibit him/her from entering into this agreement with Company; (2) no trade secret or proprietary information belonging to his/her current or previous employers will be disclosed by him/her at Company and that no such information, whether in the form of documents, memoranda, software, drawings, etc., will be retained by him/her or brought to Company; and (3) he/she has brought to Company's attention and provided it with a copy of any agreement, order of any court or administrative body, or any other similar items that may impact his/her relationship with Company, including but not limited to any non-disclosure, non-competition, non-solicitation, privately owned patent or proprietary rights either domestic or foreign or invention assignment agreements containing future work restrictions.
2. Curator's agreement with Company is "At-Will." Accordingly, this agreement is not to be construed or interpreted as containing any guarantee of continued tenure as a Tag Curator or future employment. The recitation of certain time periods and titles in this Agreement is solely for the purpose of defining the Tag Curator Program. It is also not to be construed or interpreted as containing any guarantee of any particular level or nature of compensation.
3. By participating in the TickerTags Tag Curator Program, Curator acknowledges that he/she is eligible and has consented to participate in this unpaid Tag Curator program.
  - a. Eligibility: Curator attests and affirms that he/she is 18 years of age or older and eligible to enter into this Agreement.
  - b. Effective Date: Curator's position will begin by participating in TickerTags Tag Curator training and end upon Termination of his/her tenure as a Tag Curator by Company or by Curator.
  - c. Time Commitment: Curator commits to monitor all tags associated with his/her particular sector or stock(s) at least once per week.
  - d. Nature of Agreement: Curator acknowledges and consents to the terms of participation in this Tag Curator Agreement.
  - e. Supervision: Curator acknowledges and agrees to work under the close supervision of Company supervisors.
  - f. Title: Curator's title will be Tag Curator

- g. Curator will curate and maintain his/her specifically assigned Tag Library(ies) associated with publicly traded company(ies). This includes, but is not limited to, original research of companies, industries, persons, and social media; conceiving, designing, developing, and testing web-based applications, mobile applications, machine learning, and natural language processing; writing, editing, and proofreading Tag text (“Work” or “Services”).
  - h. Compensation: This Agreement does not grant Curator any compensation.
  - i. Benefits: Curator’s in good standing receive access to TickerTags Professional Platform at no cost.
  - j. Good Standing: Curator will remain in good standing if he/she completes periodic training, monitors and maintains a satisfactory Tag Library for his/her assigned ticker, and keeps the terms and conditions of this Agreement.
- 4. Under no circumstances shall Curator look to Company as his/her employer, or as a partner, or principal. Curator shall not be entitled to any benefits accorded to Company’s employees, including, but not limited to, worker’s compensation, disability insurance, vacation or sick pay. Curator shall not be responsible for providing, at Curator’s expense, and in the Curator’s name, unemployment, disability, and worker’s compensation, and other insurance, as well as licenses and permits usual or necessary for conducting Services. Curator shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to compensation. Curator hereby indemnifies and holds Company harmless from any claims, losses, costs, fees, liabilities, damages, or injuries suffered by Company arising out of Curator’s failure with respect to its obligations in this Agreement.
- 5. Curator enters into this Agreement as, and shall continue to be an unpaid Curator. Curators are not entitled to a job at the conclusion of his/her tenure as a Tag Curator. Curator is not entitled to wages or other compensation other than access to Professional Platform at no charge. Terms and Conditions of the Professional Platform are subject to change at any time. Company is not responsible to notify Curator of any changes to Terms and Conditions of the Professional Platform. Curator is responsible for understanding Terms and Conditions of the Professional Platform.
- 6. “Intellectual Property” means any and all intellectual property and tangible embodiments thereof, including without limitation inventions, original works of authorship, concepts, ideas, discoveries, designs, specifications, developments, methods, modifications, improvements, processes, know-how, show-how, techniques, algorithms, databases, computer software and code (including, but not limited to, software and firmware listings, assemblers, applets, compilers, source code, object code, net lists, design tools, user interfaces, application programming interfaces, protocols, formats, documentation, annotations, comments, data, data structures, databases, data collections, system build software and instructions), mask works, formulae, supplier and customer lists, trade secrets, graphics or images, drawings, text, audio or visual works, materials that document design or design processes, or that document research or testing, schematics, diagrams, research techniques and

materials, training techniques and materials, marketing techniques and materials, sales techniques and materials, product specifications, scripts, plans, models, trademarks, copyrights, and other works of authorship.

7. "Intellectual Property Rights" means, collectively, all rights in, to, and under patents, trade secret rights, copyrights, trademarks, service marks, trade dress and similar rights of any type under the laws of any governmental authority, including without limitation, all applications and registrations relating to the foregoing.
8. Curator agrees to assign to Company, or its designee, all rights, titles, and interests in and to any and all Intellectual Property related to Company's business, which the Curator may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, while performing his/her Service, Work, or "work made for hire"; with the use of Company's equipment, supplies, facilities, assets, research, software; or other activity conducted under the direction of Company.
9. Curator expressly acknowledges that the material contributed by Curator hereunder, and Curator's services hereunder, are being specially ordered and commissioned by Company for use in connection with Curation of Tag Libraries and product development for TickerTags. The Work contributed by Curator hereunder shall be considered a "work made for hire" as defined by the copyright laws of the United States. Curator understands and agrees that the decision whether or not the commercialize or market any Intellectual Property is within Company's sole discretion and for Company's sole benefit and that no royalty or other consideration will be due to the Recipient as result of Company's efforts to commercialize or market any such Intellectual Property. Company shall be the sole and exclusive owner and copyright proprietor of all rights and titles in and to the results and proceeds of Curator's services hereunder in whatever stage of completion.
10. If for any reason the results and proceeds of Curator's services hereunder are determined at any time not to be a "work made for hire," Curator hereby irrevocably transfers and assigns to Company all rights, title, and interest therein, including all copyrights, as well as renewals and extensions thereto.
11. Curator agrees that Company may make any changes and/or additions to the Work prepared by Curator, which Company in our sole discretion may consider necessary, and may engage others to do any or all of the foregoing, with or without attribution to Curator. Curator further agrees to waive any so-called moral rights in the Work.
12. All Work completed by Curator during his/her tenure as a Tag Curator is property of Company. All materials, including without limitation documents, drawings, drafts, notes, designs, computer media, electronic files and lists, including all additions to, deletions from, alterations of, and revisions in the foregoing (together the "Materials"), which are furnished to Curator by Company, or furnished to Company by Curator, or which are developed in the process of performing Services, or embody or relate to the Services, the Company Information or the innovations, are the property of Company, and shall be returned by Curator to Company promptly at Company's request together with any copies thereof, and in any event promptly upon expiration or termination of

this Agreement for any reason. Curator is granted no rights in or to such Materials, the Company Information or the innovations, except as necessary to fulfill its obligations under this Agreement. Curator shall not use or disclose the Materials, Company Information or innovations to any third party.

13. Company now owns and will hereafter develop, compile and own certain proprietary techniques, trade secrets, and confidential information which have great value in its business (collectively, "Company Information"). Company will be disclosing Company Information to Curator during Curator's performance of the Services. Company Information includes not only information disclosed by Company, but also information developed or learned by Curator during Curator's performance of the Services. Company Information is to be broadly defined and includes all information which has or could have commercial value or other utility in the business in which Company is engaged or contemplates engaging or the unauthorized disclosure of which could be detrimental to the interests of Company, whether or not such information is identified by Company. Company Information includes, but is not limited to, Intellectual Property, know-how, research techniques, marketing techniques and material, training techniques and materials, sales techniques and materials, or other financial or business information, contracts and business alliances, negotiations, branding and nomenclature, strategic planning, scripts, and all derivatives, improvements and enhancements to any of the above. Company Information also includes like third-party information which is in Company's possession under an obligation of confidential treatment.
14. Curator agrees that at all times during or subsequent to the performance of Services, Curator will keep confidential and not divulge, communicate, or use Company Information, except for Curator's own use during the Term of this Agreement to the extent necessary to perform the Services. Curator further agrees not to cause the transmission, removal or transport of tangible embodiments or electronic files containing Company Information without prior written approval of Company.
15. All records, documents, and other writings including text, drawings or computer software programs relating to or containing Company Information and which are prepared or created by Curator or which may come into Curator's possession during his/her tenure as a Tag Curator are deemed to be the property of Company. Upon the end of Curator's tenure as Tag Curator, voluntary or otherwise, Curator agrees to leave all such records, documents, and writings and all copies thereof with Company.
16. To the best of his/her knowledge, Curator represents and warrants that the Intellectual Property in his/her Work is free and clear of any claims or encumbrances of any kind, will not infringe any patent, copyright, or other proprietary right or violate a trade secret of any person or entity.
17. Curator understands that Company respects third party proprietary rights and does not desire to acquire any trade secrets or confidential information of third parties for which disclosure has not been requested by Company and authorized by such third party.
18. Curator is responsible to make known in writing to Company at the time of this Agreement all Prior Intellectual Properties which belong to Curator, Curator's former

employers, or others and which Curator conceived, made, authored or created prior to this Agreement that could relate to Company's proposed or current business, products, or research and development.

19. Curator agrees to notify Company promptly in writing if he/she foresees Prior Intellectual Property rights conflicting with Company Information, Services, Work, Materials, or "work made for hire".
20. If Prior Intellectual Property rights are not declared to Company at the time of this Agreement, the Curator represents that there are no such inventions.
21. If Prior Intellectual Property rights are declared, Curator represents and warrants that (i) Curator is the owner of the entire right, title, and interest in and to the Prior Intellectual Property; (ii) Curator has the sole right and authority to enter into this Agreement and grant the rights hereunder; (iii) Curator has not previously granted any rights or licenses in the Prior Intellectual Property; (iv) Curator does not own or have the right to license any other Intellectual Property that is related to the conduct of Company's business; (v) Curator is not obligated under any consulting agreement, employment agreement, or other agreement or obligation that conflicts with, or would prevent Curator from fully performing Curator's obligations under this Agreement and Curator will not enter into any such agreement or obligation during his/her tenure as Tag Curator; (vi) there is not action, investigation, or proceeding pending or threatened, or any basis for any of the foregoing known to Curator, involving Curator's prior employment, Curator's prior work for third parties as an independent contractor, or Curator's use of any information or inventions of any former employer or third party; and (vii) the performance of Curator's duties under this Agreement and Curator's duties with Company will not breach, or constitute a default under any agreement to which Curator is bound, including any agreement limiting the use or disclosure of proprietary information acquired prior to Curators tenure as a Tag Curator.
22. In the event that Curator does provide Prior Intellectual Property in writing at the time of this Agreement, Curator hereby grants to Company a present, non-exclusive, royalty free, irrevocable, perpetual, worldwide license to make, have made, sublicense, modify, use, and sell such Prior Intellectual Property as part of or in connection with Company's products, services, and technology currently under development or in production.
23. Curator agrees to execute any and all papers and documents, and take such other actions as are reasonably requested by Company to evidence, perfect, or defend the foregoing assignment and fully implement Company's proprietary rights in the subject matter assigned hereunder, such as obtaining and enforcing copyrights, patents, or trademarks and to fully cooperate in the prosecution, enforcement, and defense of such property rights.
24. Curator further agrees that if Company is unable, for any reason, to secure signatures, e-signatures, or online authorization to apply for or to pursue any application for any patent, copyright, trademark, or other proprietary right covering any Intellectual Property assigned to Company above, then the Curator hereby irrevocably designates and appoints Company and its duly authorized officers and agents as the Curator's

agent and attorney-in-fact, to act for and in the Curator's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, trademarks, and other registrations with the same legal force and effect as if executed by Curator.

25. Curator agrees that Prior Intellectual Property claims made by Curator which are not patented, published, or copyrighted at the outset of this Agreement and/or are not submitted in writing to Company at the outset of this Agreement are considered null and void.
26. All Company employee and executive information, communication between Company and Curator, training, Company Information, Materials, Services, Work, "work made for hire," and all other proprietary information is considered Confidential Information.
27. Curator may not copy, retain, remove, transport, or otherwise save any Confidential Information for personal use or otherwise.
28. Curator may not share, publish, copy, or disclose any Confidential Information to any third party or via an media without prior written consent of Company.
29. Curator is responsible for ensuring the security of Confidential Information within reason. This includes, but is not limited to, ensuring he/she has secure internet access.
30. Curator must notify Company immediately once he/she becomes aware of intentional or unintentional disclosure of Confidential Information.
31. Curator will be liable for the disclosure of Confidential Information whether the disclosure is intentional, negligent, or accidental, unless otherwise provided below.
  - a. Curator will not be liable for any unintentional disclosure of the Confidential Information that results despite the Curator's exercise of at least the same degree of care as it normally takes to safeguard its own secrets. But this exception to Curator's liability for disclosure of the Confidential Information will not apply if the Curator's procedures are not reasonable given the nature of the Confidential Information or if the disclosure nevertheless results in liability to Company.
  - b. Curator will not be liable for disclosure of Confidential Information if required to do so by a United States Federal or State government agency or court of competent jurisdiction.
32. Curator is not authorized in any way to write, publish, post, or speak on behalf of Company or to imply he/she is writing, publishing, posting, or speaking on behalf of Company.
33. During the Term and thereafter, Curator agrees to take no action which is intended, or would reasonably be expected, to harm Company, its reputation, its officers and management, and/or its current or former employees or which would be reasonably be expected to lead to unwanted or unfavorable publicity to Company.
34. Nothing herein shall prevent Curator from making any truthful statement in connection with any legal proceeding or investigation by Company or any United States Federal or State governmental authority.

35. Curator waives his/her right to speak to the media, press, publishers, or third parties regarding Confidential Information.
36. Curator shall not in any way, directly or indirectly, at any time during his/her tenure as a Tag Curator endorse any competitive business or competing product, promote or speak on behalf of any competitive business or competing product, or allow Curator's name or likeness to be used in any way to promote any competitive business or competing product.
37. Curator irrevocably grants Company and Company's assigns, licensees, and successors the right to use his/her image, likeness, voice and/or interview, all correspondence, or biographical material, in whole or in part, individually or in conjunction with other materials, in all forms and all media including composite or modified representations for all purposes, including training, marketing, trade or any commercial purpose throughout the world and in perpetuity. Curator waives the right to inspect or approve such materials created and/or used by or on behalf of Company pursuant to this release.
38. Curator releases Company, its officers, employees, agents, assigns, successors, licensees, and affiliates of Company from any claims that may arise herefrom, including but not limited to any claims of defamation, invasion of privacy, or infringement of moral rights, rights of publicity or copyright. Company is permitted, but not obligated, to include Curator's name and other biographical information as a credit in connection with the use of materials related hereto.
39. Company reserves the right to Terminate Curator's tenure as Tag Curator without explanation and for any reason, without notice and at any time, and revoke access to Professional Platform and Tag Curator benefits.
40. Company reserves the right to ban Curator from all TickerTags platforms without explanation and for any reason, without notice and at any time.
41. Curator has the right to Terminate his/her tenure as a Tag Curator at any time and for any reason. Curator must notify Company in writing of his/her decision to Terminate his/her tenure as Tag Curator.
42. All Curator communication with Company must be submitted in writing.
43. All Company communication with Curator in writing supersedes oral communication.
44. This Agreement supersedes any conflicting Company communication with Curator.
45. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent by the Parties set forth therein.
46. This Agreement shall be binding upon and inure to the benefit of Company and Curator, Curator's heirs, administrators, assigns, executors, or other legal representatives.
47. This Agreement may not be amended except in writing signed by a duly authorized representative of the respective Parties.

48. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.
49. This Agreement shall control in the event of a conflict with any other agreement between the Parties with respect to the subject matter hereof. This Agreement is the entire agreement between the parties with respect to the subject matter and supersedes any previous statements or agreements, whether oral or written.
50. This Agreement will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party. Section numbers and headings used herein are for the sole sake of convenience and will not be used to interpret any section. All lists following any variant of the participle "include" are partial lists and are to be understood as illustrative and should not be understood as an exhaustive list.
51. Curator may not assign this Agreement or any of his/her rights or obligations under this Agreement without the prior written consent of Company.
52. This Agreement shall be construed in accordance with the laws of the State of Texas and the United States of America.