

Independent Contractor Agreement

This Agreement (the "Agreement") is made as of [Date] (the "Effective Date"), by and between _____, ("You") and Gale Group Inc. ("Gale") an affiliate of Cengage Learning, Inc. a Delaware corporation.

1. **The Services.** You agree to provide services ("Services") as described in the Statement of Work (the "SOW") attached hereto as Exhibit A-1 and any additional Statements of Work as mutually agreed upon by the parties, each of which shall be uniquely identified, attached hereto and incorporated herein. To the extent that the Services include the creation of materials (all materials specified in the SOW, whether or not copyrightable, referred to herein as the "Work"), You shall create, develop and deliver to Gale the Work on or before the dates specified in the SOW and in the format specified therein. The Work shall not be deemed completed until it is acceptable to Gale (acting in its sole discretion) in form and content, as evidenced by Gale's written notice of acceptance. The parties agree that time is of the essence.

2. **Grant of Rights.** You shall promptly and fully disclose, and shall cause all of your employees, agents, contractors and subcontractors (the "Consultant Personnel") to disclose, to Gale all inventions and works of authorship, including improvements, discoveries, ideas, technologies, know-how, work product, concepts, software programs, documentation or any other intellectual property, conceived, developed, originated, fixed or reduced to practice by You or Consultant Personnel in connection with any Services performed or Work created hereunder (together with the Work collectively, "Work Product"). You hereby agree that the Work Product are specially ordered or commissioned by GALE on its own behalf, or in the event that GALE engages You as a subcontractor, on behalf of the party for which GALE is performing as contractor, as a work made-for-hire pursuant to 17 U.S.C., Section 201(b) (the Copyright Act), and You shall not own any right, title and interest thereto. To the extent that the Work Product, or any portion thereof, does not vest in Gale or the party for which Gale is performing as contractor as a work made-for-hire. You hereby assign, and shall cause all applicable Consultant Personnel to assign, to Gale, or the party for which Gale is performing as contractor, all right, title and interest You or Consultant Personnel may have had, now have, or hereafter may have in and to the Work Product, including without limitation, the copyright rights therein, including any and all renewals, revision, revivals, reversions and extensions thereof, now existing or hereafter created or discovered, together with any and all accrued rights of action (including without limitation the right to sue for past infringements), to have and to hold the same for the full life of each such right in each territory throughout the Universe. You hereby waive and shall cause all applicable Consultant Personnel to waive any so-called "droit moral" rights, "moral rights of authors" and all other similar rights however denominated throughout the world with respect to the Work Product. You authorize and shall cause all applicable Consultant Personnel to authorize Gale to register the copyright for the Work in Gale's or the name of the party for which Gale is performing as contractor or any other name it designates in any and all countries. You and Consultant Personnel may not use, or allow others to use, the Work or Work Product, except on behalf of Gale or the party for which Gale is performing as contractor.

At Gale's request, You shall execute and deliver and shall cause Consultant Personnel to execute and deliver any documents necessary or useful to give effect to the provisions of this Section 2 and shall cooperate with respect to any action taken by Gale to secure or protect its rights in and to the Work Product.

3. **Payments.** As full compensation for the timely, complete and satisfactory performance of the Services and assignment of all rights in and to the Work and Work Product by You to Gale, Gale shall pay to You, upon final written acceptance (by email or other means as provided herein) by Gale of the Work, compensation as set forth in the SOW.

4. **Your Representations and Warranties.** (a) You represent and warrant that (i) You have full power and authority to enter into this Agreement and to grant the rights granted hereunder; (ii) You are the sole creator of the Work Product, such that Gale shall be the owner thereof without any underlying license or restriction on use (other than third party materials included by You with the prior written approval of Gale and the third party ("Permitted Materials")); (iii) You have not previously entered into a contract involving the Work Product, nor have You assigned, transferred, mortgaged, or otherwise encumbered it or the copyright to it; (iv) the Work Product does not infringe any copyright or patent, violate any proprietary or privacy right, or contain any scandalous, libelous, or unlawful matter; and that no formula or instruction contained in the Work Product is injurious to any person or property; (v) You shall perform the Services in a professional, workmanlike manner and shall comply with all

applicable laws, rules and regulations in the performance of Your obligations hereunder, (vi) your execution and performance of this Agreement will not conflict with, violate or otherwise result in a breach of any of the terms of any contract or agreement or terms of employment to which you are bound, or any law, regulation, order, judgment or decree of any court, arbitrator or any other governmental or regulatory body binding upon You and (vii) that in performing the Services You will comply with all applicable laws, regulations and rules and Gale's policies, procedures, rules and instructions whether orally or in writing relating to the collection, use, storage or dissemination of information about identifiable individuals and You will take all reasonable steps to ensure the security of such information.

5. Indemnification and Damages. a) You shall defend, indemnify, and hold Gale harmless against all claims, demands, suits, losses, costs, damages, and expenses, including reasonable attorneys' fees, that Gale may sustain or incur by reason of any breach or alleged breach of the aforesaid representations and warranties and, until such claim, demand or suit has been settled, adjudicated or otherwise disposed, Gale may withhold any sums due You under this or any other Agreement between You and Gale as security for Your obligations. In the event of any claim, demand, or suit based on an alleged breach of any of Your warranties hereunder, Gale or the party for which Gale is performing as contractor shall have the right to defend the same through counsel of Gale's choosing. Gale may settle any such claim, demand, or suit on terms Gale deems advisable. You may participate in the defense of the action at Your cost and with counsel of Your choosing. Gale shall notify You promptly of any such claim, demand, or suit, and You shall cooperate fully in the defense thereof. These warranties and indemnities shall survive termination of this Agreement and extend to any parties for which Gale is performing as contractor, and Gale's and its successors, licensees, distributors, and assigns.

b) EXCEPT WITH RESPECT TO INDEMNIFICATION OBLIGATIONS HEREUNDER AND BREACHES OF SECTION 13 BELOW, NEITHER PARTY OR ITS AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO THOSE FOR BUSINESS INTERRUPTION OR LOSS OF PROFITS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Term/Termination. (a) This Agreement shall commence on the Effective Date and continue until the earlier of (a) the second anniversary of the end of the term, if any, set forth in the last Statement of Work, or (b) termination by either party in accordance with this Agreement ("Term"). Notice of termination of any Statement of Work shall not be considered notice of termination of this Agreement unless expressly stated therein.

b) In the event that any deliverable is not delivered on schedule, if Gale has good reason to believe that the Work shall not be delivered in a form satisfactory to Gale and/or in accordance with the delivery schedule set forth herein, or if any deliverable is not satisfactory to Gale in its sole discretion, Gale may, in addition to any other remedies available to Gale, allow You to finish, correct or improve the deliverable by a date specified by Gale, or Gale may terminate this Agreement or the applicable SOW with cause.

c) Either party has the right to terminate this Agreement or an applicable SOW for cause if the other party materially breaches any representation, warranty, covenant or agreement made by it hereunder or otherwise fails to perform any of its material obligations hereunder which breach or failure has not been cured within thirty (30) days after receipt of written notice of default from the non-breaching party (or such additional cure period as the non-breaching party may authorize).

d) The Agreement and/or any SOW may be terminated by Gale without cause upon fifteen (15) days written notice to You.

e) Upon expiration or termination of this Agreement or any SOW for any reason, (i) You shall promptly return to Gale any confidential information in Your possession or control as a result of performing the services contemplated herein; (ii) You shall promptly deliver to Gale, at Gale's election, any portion of the Work and Work Product that has been created as of the date of termination; and (iii) Gale shall pay You for any Services and/or Work completed and approved through termination, provided that if the termination is for cause, then Gale may either retain all deliverables to be provided through such date of termination in consideration of payments made to You for such

deliverables, or reject some or all Services or deliverables, in which event You shall repay to Gale all amounts paid to it hereunder with respect to such rejected Services or deliverables.

7. Revised and Subsequent Edition to the Work. At any time after completion and acceptance of the Work as provided herein, You agree to revise, modify and update the Work if Gale so requests. All requests for revision, modification and updating shall be made in writing by Gale (by email or other means as provided herein). The provisions of this Agreement, except as otherwise provided to the contrary herein, shall apply to each revision of the Work prepared by You as though that revision were the Work being published for the first time under this Agreement, and a new SOW must be executed for each such revision. Should Gale, in its discretion, select a third party to create the revision, or should You be unable or unwilling to provide a revision within a reasonable time after Gale has requested it, Gale may have the revision prepared, and may display in the revised Work and in advertising the name of the person, or persons, who revise the Work. In any case in which You do not participate in a revision, You shall receive no fee with respect to the revision. Nothing contained herein shall be construed as requiring Gale to offer you future or additional revisions of the Work.

8. Publicity. You shall not publicly use the name, trademark or logo, of any Gale affiliate or subsidiary, in any publicity, promotion, news release, website posting, announcement, client list, marketing materials or other disclosure or otherwise refer to Gale or any affiliate or subsidiary in any way in or with the media with respect to this Agreement or the transactions contemplated hereunder, unless You have obtained the prior written consent of Gale.

9. Assignment. You may not assign this Agreement, or any of Your rights or obligations hereunder without Gale's prior written consent. All of the provision of this Agreement shall be binding upon and inure to the benefit of each party's successors in interest and permitted assigns.

10. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without reference to conflict of law principles thereunder. Any dispute arising under this Agreement shall be resolved in the state or federal courts of New York County, New York, and each party hereto waives any objection to venue and hereby submits to the personal jurisdiction of such courts.

11. Force Majeure. Neither party shall be liable for any delay or failure in performing its obligations hereunder if caused by a factor beyond such party's reasonable control, including, without limitation, acts of God, acts of terrorism, acts of government, fire or other casualty, provided the affected party makes every effort to promptly resume performance. In the event that the affected party cannot resume performance within thirty (30) days, then the other party may, without penalty or liability, terminate this Agreement upon written notice.

12. Prevailing Terms. In the event of a conflict between the terms and conditions set forth in the body of this Agreement and any exhibit or other attachment hereto, this Agreement shall take precedence over any conflicting terms and conditions in any exhibit or other attachment, provided that if a particular Statement of Work expressly amends by section a term of this Agreement, such amendment shall take precedence and be valid for that particular Statement of Work only. The parties understand and agree that You may execute multiple Statements of Work pursuant to this Agreement and that multiple divisions of Gale Learning, Inc. or its affiliates may be party to such Statements of Work. The terms set forth in any Statement of Work shall be applicable only to Your relationship with the Gale Learning division executing such exhibit and not to Your relationship with any other division.

13. Confidentiality. "Confidential Information" is defined as any confidential or proprietary information of Gale that is disclosed to You, or learned or observed by You in the course of performing its obligations hereunder, including, without limitation, the terms of this Agreement, business and financial information, product specifications, sales and marketing information, and technology. You shall hold all Confidential Information in confidence and shall not disclose any Confidential Information to third parties nor use any Confidential Information for any purpose other than as required to perform under this Agreement. You agree to take all appropriate action to ensure the confidentiality and security of the Confidential Information and to treat the Confidential Information with the same degree of care that it uses to protect its own confidential information of like kind and value, but in no case less than a reasonable degree of care. You agree to notify Gale of any breach by it or its employees, representatives,

agents or subcontractor (“Representatives”) of this Agreement of which the You become aware, and in any event, You shall be responsible for any breach of this Agreement by any of Your Representatives. You acknowledge that a breach of this Section may cause irreparable harm to Gale or its affiliates and that Gale and its affiliates shall be entitled to seek injunctive or other equitable relief in the case of such breach or threatened breach in addition to any other remedies it may have at law or in equity.

14. Relationship of the Parties; No Subcontracting without Prior Consent. (a) It is expressly understood that You are providing services to Gale and its affiliates under this Agreement as an independent contractor and as such You are fully and solely responsible for complying with all income and other tax laws, rules, and regulations applicable to You individually, and, if You employ others, applicable to You as an employer. Gale shall furnish You annually with a copy of IRS form 1099 (statement for recipients of miscellaneous income), the original of which Gale shall send to the IRS as required by law. As an independent contractor, You shall not be entitled to, and shall not share in, any benefits which Gale does or may grant to its employees, including, but not limited to, health and life insurance, sick leave, retirement plans, paid time off such as vacation and holiday pay. The payments set forth in this Agreement are the complete and agreed upon compensation.

(b) You acknowledge that the nature of the services to be provided by You hereunder are personal, and as such, none of Your performance obligations contemplated herein may be subcontracted to any other person whatsoever, without the prior written consent (by email or other means as provided herein) of Gale and, provided further, that any such subcontractor signs an Agreement in the form of Schedule 1 or otherwise acceptable to Gale, and You shall be responsible for all acts, defaults and neglects of such third party subcontractor, as fully as if they were Your acts, defaults and neglects. You shall provide the form of agreement and/or the executed agreements upon request of Gale.

15. Notices. Any and all notices and other communications to either party hereunder shall be in writing and deemed delivered (i) upon receipt if by hand, email (where expressly provided herein) or overnight courier and (ii) three (3) days after mailing by first class, certified mail, postage prepaid, return receipt requested, to the addresses set forth on the first page hereof or to such other address for a party as shall be specified by like notice.

16. Waiver. The failure by either party to insist upon strict enforcement of any terms and conditions of this Agreement shall not be construed as a waiver of such right or of any other right hereunder.

17. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

18. Survival. The provisions of Sections 2, 4, 5, 6(e), 13, 15 and 18 shall survive the termination or expiration of this Agreement for any reason.

19. Entire Agreement. This Agreement and any exhibits, addenda and amendments hereto, constitute the entire understanding between the parties with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understanding, whether written or oral, regarding such subject matter. There are no other understandings, agreements, representations or warranties relied upon by either party with respect to the subject matter herein, which are not included herein. This Agreement may be modified only in writing signed by both parties. Your invoices orders may be submitted for administrative purposes only, but the terms and conditions contained therein shall be of no force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be effective as of the day, month, and year first written above.

THE GALE GROUP, INC.

CONSULTANT

29560-1

By: _____
(signature)

By: _____
(signature)

Name: _____
(please print clearly)

Name: _____
(please print clearly)

Title: _____

Title: _____

Email : _____

Email: _____

Date : _____

Date : _____

Cengage Learning CCCR Contact/Editor Signature: _____

IC's who have not previously completed a W9 for Gale Group Inc (Gale), please complete the following:

Form W-9 (Rev. January 2005) Department of the Treasury Internal Revenue Service	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	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
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 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 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:

- 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
- 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
- I am a U.S. person (including a U.S. resident alien).

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 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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**For identification and payment purposes only,
 IC's who have previously completed a W9 for Thomson Gale, should fill in the following:**

PLEASE PRINT CLEARLY

Name (as shown on your income tax return): _____

Permanent/Home Address (as shown on your income tax return): _____

Please fill in last 4 digits for ID & payment purposes only
 SS# XXX-XX-_____ or EIN#: XX-XXXX

Is there a change in the info above? Yes No

Note: A 1099 is not issued to individuals/sole proprietors who earn less than \$600 in non-employee compensation in one year.