



## Contractor Details

Before rendering services for Gawker, independent contractors must complete this form and take the steps identified below. **All fields are required.**

CONTRACTOR NAME: \_\_\_\_\_

SITE NAME/DEPARTMENT: \_\_\_\_\_

FULL ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

PERSONAL E-MAIL: \_\_\_\_\_

AIM/SKYPE/ETC: \_\_\_\_\_

Contractors must complete and submit the following paperwork to be set up in our accounts payable system:

- **Independent Contractor Agreement (appears below):** Must be completed and signed by the Contractor. Any questions or issues should be addressed to your contact at Gawker.
- **W9 Form:** Contractors must complete this form in its entirety.
- **Paperless Payments:** This form must be completed to enable us to wire amounts payable directly to contractor's account. We'll also need a voided check or a letter from the applicable bank with contractor's routing and transit number. There are *no exceptions*. **Contractors must sign this form** or their paperwork will not be processed.

Upon completing this form, contractors should either a) mail or drop off this packet to the address below or b) fax it to us at +1 646 417 5893.

Gawker Media  
Attn: Finance  
210 Elizabeth Street, Fourth Floor  
New York, NY 10012

**All of the above paperwork must be received by the 25th of the month**, or contractor's pay will not be processed until the following month.

Once we receive and process the above paperwork, contractor will receive a confirming email. If contractor does not receive such an email from us within a few days of sending, feel free to email [finance@gawker.com](mailto:finance@gawker.com) to check in.

### **AGREEMENT between Gawker Media LLC ("Company") and its affiliated companies and Contractor**

Contractor agrees the following terms will apply for their work with Company.

- 1) **Intellectual Property.** Company owns all rights to any and all Intellectual Property created for Company, unless excluded by mutual agreement. All Intellectual Property must be returned to Company immediately upon termination of this Agreement.
  - a) Any and all original content and materials provided by Company, developed or conceived by Contractor or sub-hires, employees or interns pursuant to and during the Term of this Agreement (collectively, the "Work") will be "works made for hire" and will be the exclusive property of Company. Contractor waives any claims to "moral rights" they might have in connection with the Work. If any Work is determined to not be a "work made for hire", Contractor, by entering into this Agreement, assigns to Company all right, title and interest in such Work in perpetuity in all media currently in existence or invented in the future, unless otherwise agreed in specific circumstances with the Publisher.

- b) Intellectual Property includes, but is not limited to software (including modifications, upgrades or new versions), designs, icons, menus, trademarks, copyrights, patents, text, graphics, photographs, illustrations, audio, video and data.
  - c) Notwithstanding the foregoing, all content and materials created and used on Contractor's existing personal Web site, or reprinted from another source, shall remain the Intellectual property of Contractor.
- 2) **License.** In consideration of the fees payable to Contractor under this Agreement, and in light of Company's ownership of intellectual property as described above, there is an implied exclusive perpetual, transferable, worldwide license to Company for use of all content produced by Contractor for the Site, for use on the Site, the Internet and any commercial on-line service or similar service existing or invented in the future (On-Line Media), and in any media whether now or hereafter known, other than On-Line Media.
  - 3) **Confidentiality.** Contractor acknowledges that Contractor may have access to proprietary information, materials and data of Company. Contractor agrees not to use or disclose proprietary information and to use your best efforts to ensure that all those to whom Contractor gives access to proprietary information do not use or disclose any of this information except to carry out Contractor's duties and responsibilities under this Agreement.
  - 4) **Independent Contractor.** Contractor is an Independent Contractor, and has the sole right to determine the manner, means and method of performing the Services under this Agreement. All persons working for or with Contractor in performing contractor's obligations to Company under this Agreement will not be employees or contractors of Company or have any relationship with Company. Contractor will be solely responsible for all sub-hires, employees, interns and for all obligations to them and will indemnify Company against any and all judgments resulting from such obligations and for all costs, omissions or conduct of such persons. Contractor is responsible for whatever payments will be due to his/her employees or contractors and agrees to comply with all governmental obligations applicable to the performance of his/her obligation under this Agreement.
  - 5) **No Waiver.** The failure of Company to enforce any term or condition of this Agreement will not be deemed a waiver of any terms or conditions of this Agreement.
  - 6) **Survival.** The provisions of the paragraphs of this Agreement entitled License, Representations and Warranties, Confidentiality and Indemnification shall survive any termination of this Agreement.
  - 7) **Arbitration.** Any controversy between Company and Independent Contractor or between any employee of Company and Independent Contractor, including, but not limited to, those involving the construction or application of any of the terms, provisions or conditions of this Agreement or otherwise arising out of or relating to this Agreement, shall be settled by arbitration in accordance with the current commercial arbitration rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be rendered by any court having jurisdiction thereof. Company shall bear the costs of the arbitrator but each party shall each bear their own costs and legal fees associated with the arbitration. In the result of judgment, the prevailing party shall be entitled to a recovery of its legal fees and costs incurred by the arbitration and the other party shall pay all such fees and costs, with the recoverable total of all fees and costs not to exceed the value of this Agreement. The location of the arbitration shall be in New York, New York.
  - 8) **Governing Law.** This Agreement will be governed by the laws of the State of New York. The parties agree and consent to exclusive jurisdiction and venue in the State and Federal courts located in the City and County of New York, New York for any proceedings arising out of this Agreement.
  - 9) **Severability.** If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.
  - 10) **Completeness of Terms.** The offer contained in this Agreement is made only on the terms and conditions set forth in this Agreement. By signing this Agreement, Contractor agrees to its terms and conditions as originally electronically transmitted to Contractor, and no modification of this Agreement by Contractor which is not specifically agreed to in writing by Company will be binding on Company or have any force of effect.

**ACCEPTED AND AGREED BY:**

\_\_\_\_\_

Date: \_\_\_\_\_



## Direct Deposit Enrollment Form

All employees and contractors must be paid through direct deposit. If you have any questions about this process, please email [finance@gawker.com](mailto:finance@gawker.com).

Name: \_\_\_\_\_

Site/Dept: \_\_\_\_\_

Date: \_\_\_\_\_ Social Security Number/EIN: \_\_\_\_\_



**Routing/Transit #**  
(A 9-digit number always between these two marks)

**Checking Account #**

**Check #**  
(this number matches the number in the upper right corner of the check— not needed for sign-up)

You **must attach a voided check for each checking account.** Your form **cannot be processed** without it!

**Bank Account #1** (check one)  Checking  Savings account

Bank Name: \_\_\_\_\_

Routing/Transit #: \_\_\_\_\_ Account Number: \_\_\_\_\_

I wish to deposit (check one) my  entire net pay  specific dollar amount: \$ \_\_\_\_\_

**Bank Account #2** (check one)  Checking  Savings account

Bank Name: \_\_\_\_\_

Routing/Transit #: \_\_\_\_\_ Account Number: \_\_\_\_\_

If you chose a specific dollar amount for bank account #1, the balance of your pay will be deposited to this account.

I hereby authorize Gawker, either directly or through its payroll service provider, to deposit any amounts owed me, by initiating credit entries to my account at the financial institution (hereinafter "Bank") indicated on this form. Further, I authorize Bank to accept and to credit any credit entries indicated by Gawker, either directly or through its payroll service provider, to my account. In the event that Gawker deposits funds erroneously into my account, I authorize Gawker, either directly or through its payroll service provider, to debit my account for an amount not to exceed the original amount of the erroneous credit. This authorization is to remain in full force and effect until Gawker and Bank have received written notice from me of its termination in such time and in such manner as to afford Gawker and Bank reasonable opportunity to act on it.

Signature: \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
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 the "Name" line 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.

Social security number									

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

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).

**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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

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

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.