# {{ text\_name }}INDEPENDENT CONTRACTOR AGREEMENT

(hereinafter referred to as the “Agreement”)

Between **\_\_\_\_\_\_\_\_\_\_\_\_\_**, resident at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the "Customer")

and

**Matthew Wood**, resident at 7635 Lone Tree Peak St, Las Vegas, NV 89166

(hereinafter referred to as the "Contractor")

**PREAMBLE**

WHEREAS, the Customer is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Customer;

WHEREAS, the services to be carried out by the Contractor for the Customer shall be performed by Matthew Wood who has the necessary qualifications, experience and ability to provide such services; and

WHEREAS, the Contractor is agreeable to providing such professional services to the Customer according to the terms and conditions set out in this Agreement; and

WHEREAS, this agreement substitutes any previous agreement.

IN CONSIDERATION OF the matters described above and of the mutual rights and obligations set forth below, the Customer and Contractor (hereinafter referred to individually as the “Party” and collectively as the “Parties”) to this Agreement hereby agree as follows:

**1 TERM AND TERMINATION**

1.1 This Agreement shall be effective from 7th of November 2022 and shall continue in full force and effect until this Agreement is terminated by either Party in accordance with the terms and conditions of this Agreement (hereinafter referred to as the “Term”).

1.2 This Agreement may be terminated by either Party at any time, with or without cause, upon written notice to the other Party with a notice period of 1 (one) calendar week (or such shorter period as the parties may mutually agree) to the other party.

1.3 The Customer may terminate this Agreement at any time if the Contractor breaches any material obligation hereof and such breach has not been cured within 30 days following notice thereof.

1.4 Notwithstanding the foregoing, this Agreement shall terminate immediately for cause. For the purpose of this Agreement cause shall mean any of the following: winding-up, liquidation, dissolution, bankruptcy, sale of substantially all assets, sale of business or insolvency preceding that has commenced by the Contractor.

1.5 If Customer exercises its right to terminate the Agreement, any obligation it may otherwise have under this Agreement shall cease immediately, except that Customer shall be obligated to compensate Contractor for work performed up to the time of termination. If the contractor exercises its right to terminate the Agreement, any obligation it may otherwise have under this Agreement shall cease immediately. Additionally, this Agreement shall automatically terminate and all compensation due hereunder shall cease as of the date of death, disability or other incapacity of Contractor. In such event, Customer shall be obligated to pay Contractor’s estate or beneficiaries only the accrued but unpaid compensation and expenses due as of the date of death.

**2 SERVICES**

2.1 During the Term, the Customer may engage the Contractor to provide the following services as requested (hereinafter referred to as the "Services"), or other such services as mutually agreed upon in writing by the Parties (email is acceptable):

* Full-stack software engineering
* The Services shall include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Contractor.

2.2 The Contractor shall take direction from \_\_\_\_\_\_\_\_\_\_\_. Additional services or amendments to the services described above may be agreed upon between the Parties.

**3 COMPENSATION AND REIMBURSEMENT**

3.1 Subject to providing the services as required by the supervisor of this contract, the Contractor will be paid a fee only after approval of such.

Fee is a fixed hourly price of 65 USD/hour, in the currency agreed between the parties.

3.2 Invoices will be sent no more frequently than on a weekly basis to the Customer by the Contractor.

Invoices will cover work carried out from the last date covered by the previous invoice (or from the commencement of work if no previous invoice exists) up to the end of the calendar month previous to the date of the invoice (or up to the cessation of work, if it is to be the final invoice).

3.3 Invoices will be paid based on satisfactory delivery of the Services described in this Agreement, assessed on a continual basis. The Contractor shall add his work log to the monthly invoice as proof of the work carried out and hours charged.

**4 RELATIONSHIP BETWEEN THE PARTIES**

4.1 Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All Services shall be performed only by Contractor. Under no circumstances shall Contractor, or any of Contractor's employees, look to Customer as his/her employer, or as a partner, agent or principal. The Contractor shall not be entitled to any benefits accorded to Customer's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance, as well as licenses and permits usual or necessary for conducting the Services.

**5 PERSONNEL**

5.1 Contractor represents and warrants to Customer that its employees performing Services hereunder will have (a) sufficient expertise, training and experience to accomplish the Services; and (b) executed agreements which state that (i) all work done by the employee will be a work made for hire and will owned by Contractor; and (ii) the employee assigns all rights in and to all work done by the employee to Contractor. Contractor agrees that all its personnel shall be compensated, taxes withheld, and other benefits made available as required by applicable law and regulations.

**6 PROTECTION OF CUSTOMER’S CONFIDENTIAL INFORMATION**

6.1 Confidential Information. Customer now owns and will hereafter develop, compile and own certain proprietary techniques, trade secrets, and confidential information which have great value in its business (hereinafter collectively referred to as “Customer Information”). Customer will be disclosing Customer Information to Contractor during Contractor's performance of the Services. Customer Information includes not only information disclosed by Customer, but also information developed or learned by Contractor during Contractor's performance of the Services. Customer 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 Customer is engaged or contemplates engaging or the unauthorized disclosure of which could be detrimental to the interests of Customer, whether or not such information is identified by Customer. By way of example and without limitation, Customer Information includes any and all information concerning discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research techniques, customer and supplier lists, marketing, sales or other financial or business information, scripts, and all derivatives, improvements and enhancements to any of the above. Customer Information also includes like third-party information which is in Customer's possession under an obligation of confidential treatment.

6.2 Protection of Customer Information. Contractor agrees that at all times during or subsequent to the performance of the Services, Contractor will keep confidential and not divulge, communicate, or use Customer Information, except for Contractor's own use during the Term of this Agreement to the extent necessary to perform the Services. Contractor further agrees not to cause the transmission, removal or transport of tangible embodiments of, or electronic files containing, Customer Information without prior written approval of Customer.

6.3 Exceptions. Contractor's obligations with respect to any portion of the Customer Information as set forth above shall not apply when Contractor can document that (i) it was in the public domain at the time it was communicated to Contractor by Customer; (ii) it entered the public domain subsequent to the time it was communicated to Contractor by Customer through no fault of Contractor; (iii) it was in Contractor's possession free of any obligation of confidence at the time it was communicated to Contractor by Customer; or (iv) it was rightfully communicated to Contractor free of any obligation of confidence subsequent to the time it was communicated to Contractor by Customer.

6.4 Customer Property. 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 (hereinafter together referred to as the “Materials”), which are furnished to Contractor by Customer or which are developed in the process of performing the Services, or embody or relate to the Services, the Customer Information or the Innovations (as defined below), are the property of Customer, and shall be returned by Contractor to Customer promptly at Customer's request together with any copies thereof, and in any event promptly upon expiration or termination of this Agreement for any reason. Contractor is granted no rights in or to such Materials, the Customer Information or the Innovations, except as necessary to fulfill its obligations under this Agreement. Contractor shall not use or disclose the Materials, Customer Information or Innovations to any third party.

**7 PRIOR KNOWLEDGE AND RELATIONSHIP**

7.1 Other Commitments. Contractor has no other agreements, relationships or commitments to any other person or entity which conflict with Contractor's obligations to Customer under this Agreement. Contractor agrees not to enter into any agreement, either written or oral, in conflict with this Agreement.

**8 ASSIGNMENT OF CONTRACTOR’S INVENTIONS AND COPYRIGHTS**

8.1 Disclosure. Contractor will promptly disclose in writing to Customer all works, products, discoveries, developments, designs, innovations, improvements, inventions, formulas, processes, techniques, knowhow and data (whether or not patentable, and whether or not at a commercial stage, or registrable under copyright or similar statutes) which are authored, made, conceived, reduced to practice or learned by Contractor (either alone or jointly with others) during the period Contractor provides the Services as a result of performing the Services including any concepts, ideas, suggestions and approaches related thereto or contained therein (hereinafter collectively referred to as the “Innovations”).

8.2 Assignment. Contractor hereby assigns and agrees to assign to Customer, without royalty or any other consideration except as expressly set forth herein, all worldwide rights, title and interest Contractor may have or acquire in and to (i) all Materials; (ii) all Innovations (iii) all worldwide patents, patent applications, copyrights, mask work rights, trade secrets rights and other intellectual property rights in any Innovations; and (iv) any and all “moral rights” or right of “droit moral” (hereinafter collectively referred to as the “Moral Rights”), that Contractor may have in or with respect to any Innovations. To the extent any Moral Rights are not assignable, Contractor waives, disclaims and agrees that Contractor will not enforce such Moral Rights. Contractor agrees that such assignment shall extend to all languages and including the right to make translations of the Materials and Innovations. Additionally, Contractor agrees, at no charge to Customer, but at Customer's sole expense, to sign and deliver to Customer (either during or subsequent to Contractor's performance of the Services) such documents as Customer considers desirable to evidence the assignment of all rights of Contractor, if any, described above to Customer and Customer's ownership of such rights and to do any lawful act and to sign and deliver to Customer any document necessary to apply for, register, prosecute or enforce any patent, copyright or other right or protection relating to any Innovations in any country of the world.

8.3 Representations and Warranties. Contractor represents and warrants to Customer that (a) Contractor has full power and authority to enter into this Agreement including all rights necessary to make the foregoing assignments to Customer; that in performing under the Agreement; (b) Contractor will not violate the terms of any agreement with any third party; and (c) the Services and any work product thereof are the original work of Contractor, do not and will not infringe upon, violate or misappropriate any patent, copyright, trade secret, trademark, contract, or any other publicity right, privacy right, or proprietary right of any third party. Contractor shall defend, indemnify and hold Customer and its successors, assigns and licensees harmless from any and all claims, actions and proceedings, and the resulting losses, damages, costs and expenses (including reasonable attorneys' fees) arising from any claim, action or proceeding based upon or in any way related to Contractor's, or Contractor’s employees, breach or alleged breach of any representation, warranty or covenant in this Agreement, and/or from the acts or omissions of Contractor or Contractor’s employees.

**9 ADDITIONAL PROVISION**

9.1 The provisions of Sections 2 (as relates to creation and ownership of copyright), 3, 4, 6, 7, 8 and 9 shall survive expiration or termination of this Agreement for any reason.

**10 GENERAL PROVISIONS**

10.1 Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and permitted assigns of the parties hereto. Contractor shall have no right to (a) assign this Agreement, by operation of law or otherwise; or (b) subcontract or otherwise delegate the performance of the Services without Customer’s prior written consent which may be withheld as Customer determines in its sole discretion. Any such purported assignment shall be void.

10.2 Severability. If any provision of this Agreement shall be found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably effect the intent of the parties.

10.3 Entire Agreement. This Agreement, including the Exhibits, constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

10.4 Injunctive Relief. Contractor acknowledges and agrees that in the event of a breach or threatened breach of this Agreement by Contractor, Customer will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement.

10.5 Contractor’s Remedy. Contractor’s remedy, if any, for any breach of this Agreement shall be solely in damages and Contractor shall look solely to Customer for recover of such damages. Contractor waives and relinquishes any right Contractor may otherwise have to obtain injunctive or equitable relief against any third party with respect to any dispute arising under this Agreement. Contractor shall look solely to Customer for any compensation which may be due to Contractor hereunder.

10.6 Agency. Contractor is not Customer’s agent or representative and has no authority to bind or commit Customer to any agreements or other obligations.

10.7 Amendment and Waiver. Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived, only by a writing signed by the party to be bound. The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of any party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

10.8 Time. Contractor agrees that time is of the essence in this Agreement.

10.9 Notices. Any notice, demand, or request with respect to this Agreement shall be in writing and shall be effective only if it is delivered by email. Such communications shall be effective when they are received by the addressee; Any party may change its address for such communications by giving notice to the other party in conformity with this section.

IN WITNESS WHEREOF,

the parties hereto have caused this Agreement to be executed by their duly authorized representatives, effective as of the day and year first above written.

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| --- | --- |
| Contractor | \_\_\_\_\_\_\_\_\_\_\_\_ |
| By: **Matthew Wood**  Date: 11/7/2022 | By: \_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_ |