

ENGAGEMENT LETTER

_____ [Date]

Via email: _____

[Name]
[Address]
[Address]

Dear _____,

On behalf of _____ (the "Company"), it is our pleasure to engage _____ ("Service Provider") for services, as described in this letter.

Start Date: _____

End Date: _____

Project Title: _____

Project Duties and Responsibilities:

(the "Project")

Termination Right:

Unless sooner terminated as provided herein, this engagement shall terminate upon the completion by Service Prover of the Project and the Company's acceptance of same.

- The Company shall have the right to terminate this engagement at any time, by providing notice of such termination to Service Provider.
- The Service Provider shall have the right to terminate this engagement at any time by providing ____ days advance written notice of such termination to the Company.



Compensation: Service Provider's compensation for the Project will be as follows, payable in US Dollars:

- Hourly, in the amount of \$ _____ per hour.
- Project-based. Service Provider will be paid a flat fee of \$ _____ for the Project.
- Other: _____

Upfront Retainer:

- Retainer required in the amount of \$ _____, payable on _____.
- No retainer is required.

Payment Terms.

Service Provider shall provide an invoice to the Company, documenting with reasonable specificity regarding Service Provider's hours and services.

An invoice shall not be required.

Payments are based upon the completion of milestones:

Other payment term information:

Independent Contractor Status. Service Provider and the Company agree that the relationship created by this Engagement Letter is that of a company and an independent contractor. Service Provider expressly agrees that no withholdings will be remitted by the Company for any federal, state or local taxes, social security, FICA, or other United States or foreign taxes from the amounts paid to the Service Provider by the Company pursuant to this letter agreement, and further agrees that Service Provider will not be entitled to any benefits payable by the Company to its employees, including but not limited to insurance, workers' compensation, retirement benefits, unemployment compensation, paid vacation or sick leave, and the like. Service Provider further agrees to be solely responsible for the payment and withholding of such taxes from the compensation paid by the



Company hereunder. As an independent contractor, Service Provider shall have the sole right and responsibility to determine the manner, method, time involved, and means of performance by which Service Provider performs the Project, subject to a reasonable request, recommendation, or procedure of the Company. Service Provider shall be solely responsible for providing its own transportation, and any supplies Service Provider may deem necessary to perform the Project.

Works Made for Hire; Assignment of Proprietary Rights. The work product of Service Provider and components thereof, and all related and/or derivative works and/or materials created by Service Provider for the benefit of the Company pursuant to this letter agreement (collectively, “Works”), shall be the sole and exclusive property of the Company. Service Provider agrees that all Works created by Service Provider are “works made for hire,” as defined by 17 U.S.C.A. § 101 of the Copyright Act of 1976, as amended, and that the Works shall be the sole property of the Company and that any and all copyrights to such works shall belong solely to the Company. To the extent the Works are not deemed “works made for hire,” Service Provider hereby assigns, in perpetuity, all proprietary rights, including but not limited to copyright, in all such Works to the Company without further or additional compensation.

Confidentiality. Service Provider acknowledges that during the course of the Project, Service Provider may receive or become aware of sensitive or confidential materials and information proprietary to the Company, including trade secrets (collectively, the “Confidential Information”). Service Provider agrees to not, during the term of the Project or at any time thereafter, disclose to any person or entity any such Confidential Information unless required to do so by law. Service Provider also agrees that upon completion of the Project or termination of this engagement for any reason, Service Provider will return such Confidential Information (including any copies thereof) to the Company.

Insurance.

- Proof of Insurance is required, in such amounts and with such coverages as are reasonably requested by the Company.
- No proof of insurance is required.

Additional Terms:

Please sign this letter below to acknowledge your agreement to the terms herein. Once again, we are very pleased to establish this engagement.



Sincerely,

Printed Name: _____

Title: _____

ACKNOWLEDGED AND AGREED by Service Provider in all respects.

By: _____

Printed Name: _____

Date: _____

