CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT is made as of July 21st, 2021, ("Effective Date") by and between COMPANY NAME. and its successors or assignees ("Company") and YOUR NAME ("Contractor").

1. **ENGAGEMENT OF SERVICES**. Company may from time to time submit a Statement of Work ("SOW") to Contractor substantially in the form of EXHIBIT A to this Agreement. Subject to the terms of this Agreement, Contractor will provide the services set forth in each SOW accepted by Contractor (the "Project(s)") by the completion dates set forth therein. The manner and means that Contractor chooses to complete the Projects are in Contractor's sole discretion and control. Contractor shall perform the services necessary to complete the Projects in a timely and professional manner consistent with industry standards and at a location, place and time that Contractor deems appropriate. In completing the Projects, Contractor agrees to provide its own equipment, tools, and other materials at its own expense; however, Company will make its facilities and equipment available to Contractor when necessary.

2. **COMPENSATION**.

2.1 Fees. Company will pay Contractor the fee specified in each SOW as Contractor's sole compensation for the Project, provided such Project meets the terms of the SOW and this Agreement and is of a quality consistent with industry standards. Contractor shall be responsible for all expenses incurred in performing services under this Agreement, except as set forth in the SOW. Upon termination of this Agreement prior to completion of an SOW, Company will pay Contractor fees and expenses on the basis stated in the SOW for work then in progress, within thirty (30) days of the later of Contractor's invoice and the effective date of termination.

2.2 Invoicing. Unless otherwise provided in the applicable SOW, (a) payment to Contractor of undisputed fees will be due thirty (30) days following Company's receipt of an invoice that contains accurate records of the work performed sufficient to document the invoiced fees; and (b) Contractor will submit invoices to Company upon completion of the milestones specified in the applicable SOW or, if no such milestones are specified, on a monthly basis for services performed in the previous month.

3. SERVICE CONTRACTOR RELATIONSHIP. Contractor's relationship with Company will be that of an independent contractor, and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Contractor (a) is not the agent of Company; (b) is not authorized to make any representation, contract, or commitment on behalf of Company; (c) will not be entitled to any of the benefits that Company makes available to its employees, such as group insurance, profit-sharing or retirement benefits (and waives the right to receive any such benefits); and (d) will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state, or local tax authority with respect to Contractor's performance of services and receipt of fees under this Agreement. If applicable, Company will report amounts paid to Contractor by filing Form 1099-MISC with the Internal Revenue Service, as required by law. Contractor agrees to accept exclusive liability for complying with all applicable state and federal laws, including laws governing self-employed individuals, if applicable, such as laws related to payment of taxes, social security, disability, and other contributions based on fees paid to Contractor under this Agreement. Company will not withhold or make payments for social security, unemployment insurance or disability insurance contributions, or obtain workers' compensation insurance on Contractor's behalf. Contractor hereby agrees to indemnify and defend Company against any and all such taxes or contributions, including penalties and interest. Contractor agrees to provide proof of payment of appropriate taxes on any fees paid to Contractor under this Agreement upon reasonable request of Company.

4. **INTELLECTUAL PROPERTY RIGHTS**.

4.1 Confidential Information. Contractor agrees that during the term of this Agreement and thereafter, except as expressly authorized in writing by Company's Chief Executive Officer (the "CEO"), it (a) will not use or permit the use of Confidential Information (defined below) in any manner or for any purpose not expressly set forth in this Agreement; (b) will not disclose, lecture upon, publish, or permit others to disclose, lecture upon, or publish any such Confidential Information to any third party without first obtaining the CEO's express written consent on a case-by-case basis; (c) will limit access to Confidential Information to Contractor personnel who need to know such information in connection with their work for Company; and (d) will not remove any tangible embodiment of any Confidential Information from Company's premises without Company's prior written consent.

"Confidential Information" includes, but is not limited to, all information related to Company's business and its actual or anticipated research and development, including without limitation (i) trade secrets, inventions, ideas, processes, computer source and object code, formulae, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (ii) information regarding products or plans for research and development, marketing and business plans, budgets, financial statements, contracts, prices, suppliers, and customers; (iii) information regarding the skills and compensation of Company's employees, contractors, and any other service providers of Company; (iv) the existence of any business discussions, negotiations, or agreements between Company and any third party; and (v) all such information related to any third party that is disclosed to Company or to Contractor during the course of Company's business ("Third Party Information").

Notwithstanding the foregoing: (x) Contractor may use information that is generally known in the trade or industry, information that is not gained as a result of a breach of this Agreement, and Contractor's own skill, knowledge, know-how, and experience; and (y) pursuant to the U.S. Defend Trade Secrets Act (18 U.S.C. Section 1833(b)), Contractor shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made:
(1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, nothing in this Agreement shall limit Contractor's right to report possible violations of law or regulation with any federal, state or local government agency or to discuss the terms and conditions of Contractor's engagement by Company to the extent that such disclosure is protected under applicable provisions of law or regulation, including but not limited to "whistleblower" statutes or other similar provisions that protect such disclosure.

4.2 **Inventions and Intellectual Property Rights**. As used in this Agreement, the term "Invention" means any ideas, concepts, information, materials, processes, data, programs, know-how, improvements, discoveries, developments, designs, artwork, formulae, other copyrightable works, and techniques and all Intellectual Property Rights therein. The term "Intellectual Property Rights" means all trade secrets, copyrights, trademarks, mask work rights, patents and other intellectual property rights recognized by the laws of any country.

4.3 **Background Technology**. As used in this Agreement, the term "Background Technology" means all Inventions developed by Contractor other than in connection with providing services to Company and all Inventions acquired or licensed by Contractor that Contractor uses (or has used) in performing services for Company or incorporates into Work Product (defined below). Contractor will disclose in writing any Background Technology that Contractor proposes to use or incorporate into the Work Product. If no Background Technology is disclosed in writing, Contractor warrants that it will not use Background Technology or incorporate it into Work Product provided pursuant thereto. Notwithstanding the foregoing, Contractor agrees that it will not incorporate into Work Product or otherwise deliver to Company any software code licensed under the GNU GPL or LGPL or any other license that by its terms requires, or conditions the use or distribution of such code on, the disclosure, licensing, or distribution of the Work Product or any source code owned or licensed by Company.

4.4 **License to Background Technology**. Contractor hereby grants to Company a non-exclusive, perpetual, fully-paid and royalty-free, irrevocable and world-wide right, with rights to sublicense through multiple levels of sublicensees, to reproduce, make derivative works of, distribute, publicly perform, and publicly display in any form or medium, whether now known or later developed, make, have made, use, sell, import, offer for sale, and exercise any and all present or future rights in the Background Technology incorporated or used in Work Product.

4. **Disclosure of Work Product**. As used in this Agreement, the term "Work Product" means any Invention that is (a) delivered to Company by Contractor in connection with this Agreement or any services provided to Company (whether prior to or after the Effective Date) or (b) solely or jointly conceived, made, reduced to practice, or learned by Contractor in the course of any services performed for Company or with the use of materials of Company during the term of this Agreement. Contractor agrees to disclose promptly in writing to Company, or any person designated by Company, all Work Product.

4.6 **Assignment of Work Product**. If Contractor has any rights to the Work Product that are not owned by Company upon creation or embodiment, Contractor irrevocably assigns to Company all right, title and interest worldwide in and to such Work Product (excluding Background Technology). Except as set forth below, Contractor retains no rights to use such Work Product and agrees not to challenge Company's ownership of such Work Product.

4.7 **License to or Waiver of Other Rights**. If Contractor has any right to the Work Product (excluding Background Technology) that cannot be assigned to Company by Contractor, Contractor unconditionally and irrevocably grants to Company during the term of such rights, an exclusive, even as to Contractor, irrevocable, perpetual, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make derivative works of, distribute, publicly perform and publicly display in any form or medium, whether now known or later developed, make, use, sell, import, offer for sale and exercise any and all such rights. If Contractor has any rights to the Work Product (excluding Background Technology) that cannot be assigned or licensed to Company, Contractor unconditionally and irrevocably waives the enforcement of such rights, and releases all claims and causes of action of any kind against Company or related to Company's customers or licensees, with respect to such rights, and agrees, at Company's request and expense, to consent to and join in any action to enforce such rights. To the extent Company exercised any rights in any Work Product or Background Technology prior to the Effective Date, Contractor hereby unconditionally and irrevocably waives the enforcement of such rights, and releases all claims and causes of action of any kind against Company or related to Company's customers or licensees, with respect to such rights.

4.8 **Assistance**. Contractor agrees to assist Company in every way, both during and after the term of this Agreement, to obtain and enforce United States and foreign Intellectual Property Rights relating to Work Product in all countries. In the event Company is unable to secure Contractor's signature on any document needed in connection with such purposes,

Contractor hereby irrevocably designates and appoints Company and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act on its behalf to execute and file any such documents and to do all other lawfully permitted acts to further such purposes with the same legal force and effect as if executed by Contractor.

4.9 **Competitive or Conflicting Engagements**. Contractor agrees, during the term of this Agreement, not to enter into a contract or accept an obligation that is inconsistent or incompatible with Contractor's obligations under this Agreement. Contractor warrants that there is no such contract or obligation in effect as of the Effective Date. Contractor further agrees not to disclose to Company, bring onto Company's premises, or induce Company to use any confidential information that belongs to anyone other than Company or Contractor. In addition, Contractor agrees that, during the term of this Agreement, it will not perform, or agree to perform, any services for any third party that engages, or plans to engage, in any business or activity competitive with that of Company.

5. **CONTRACTOR WARRANTIES**. Contractor hereby represents and warrants that (a) the Work Product will be an original work of Contractor and any third parties will have executed assignment of rights reasonably acceptable to Company prior to being allowed to participate in the development of the Work Product; (b) the Work Product will fully conform to the requirements and terms set forth in the applicable SOW; (c) neither the Work Product nor any element thereof will infringe or misappropriate the intellectual property rights of any third party; (d) neither the Work Product nor any element thereof will be subject to any restrictions or to any mortgages, liens, pledges, security interests, or encumbrances; (e) Contractor will not grant, directly or indirectly, any rights or interest whatsoever in the Work Product to third parties; (f) Contractor has full right and power to enter into and perform this Agreement without the consent of any third party; (g) Contractor has an unqualified right to grant the license to all Background Technology to Company; (h) Contractor will comply with all laws and regulations applicable to Contractor's obligations under this Agreement, will refrain from any unethical conduct, and will maintain high standards of professionalism; and (i) should Company permit Contractor to use any of Company's equipment, or facilities during the term of this Agreement, such permission shall be gratuitous and Contractor (1) shall be responsible for any injury to any person (including death) or damage to property arising out of use of such equipment or facilities; (2) shall perform all services during Company's normal business hours, unless Company otherwise specifically requests; and (3) shall comply with Company's then-current access policies and procedures, including those pertaining to safety, security, anti-harassment, and confidentiality. Any rights or remedies due to a breach of this section will survive any expiration or termination of this Agreement.

6. **INDEMNITY**. Contractor will indemnify and hold harmless Company, its officers, directors, employees, sublicensees, customers and agents from any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) that result from a breach or alleged breach of any representation or warranty of Contractor (a "Claim") in this Agreement or any intentional misconduct or negligence by Contractor or any of its subcontractors, employees, or agents in performing services under this Agreement. From the date of written notice from Company to Contractor of any such Claim, Company shall have the right to withhold from any payments due Contractor under this Agreement the amount of any defense costs, plus additional reasonable amounts as security for Contractor's obligations under this section. This section shall survive any expiration or termination of this Agreement.

7. **TERMINATION**.

7.1 Termination without Cause. Company may terminate this Agreement without cause at its convenience upon fifteen (15) days' prior written notice to Contractor. Contractor may terminate this Agreement at any time that there is no uncompleted SOW in effect upon fifteen (15) days' prior written notice to Company. Company will pay Contractor only those fees and expenses related to services actually performed during such notice period, as specified in the applicable SOW.

7.2 Termination with Cause. Either party may terminate this Agreement immediately in the event that the other party has materially breached the Agreement and fails to cure such breach within fifteen (15) days of receipt of notice by the non-breaching party, setting forth in reasonable detail the nature of the breach. Company may also terminate this Agreement immediately in its sole discretion in the event of Contractor's material breach of the section titled Intellectual Property Rights. Company will pay Contractor only those fees and expenses related to services actually performed during such notice period, as specified in the applicable SOW.

7.3 Company Property. Upon termination of the Agreement or upon Company's request at any other time, Contractor will deliver to Company all of Company's property, equipment, and documents, together with all copies thereof, and any other material containing or disclosing any Work Product, Third Party Information or Confidential Information of Company and certify to Company in writing that Contractor has fully complied with this obligation Contractor further agrees that any property situated on Company's premises and owned by Company is subject to inspection by Company personnel at any time with or without notice.

7.4 Survival. Any provisions that expressly provide for application after the term of this Agreement will survive any expiration or termination of this Agreement.

8. **GENERAL PROVISIONS**.

8.1 Governing Law; Venue. This Agreement and any action related thereto will be governed by and under the laws of the State of California, without giving effect to any conflicts of laws principles that require the application of the law of a different state. Contractor hereby expressly consents to the personal jurisdiction and venue in the state and federal courts in San Francisco, California.

8.2 Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

8.3 No Assignment. This Agreement, and Contractor's rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by Contractor without Company's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. The terms of this Agreement shall be binding upon assignees.

8.4 Notices. Each party must deliver all notices or other communications required or permitted under this Agreement in writing to the other party at the address listed on the signature page, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Notice will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, any such notice shall be considered to have been given on the delivery date reflected by the courier or express mail service receipt. Each party may change its address for receipt of notice by giving notice to the other party.

8.5 **Injunctive Relief**. Contractor acknowledges that, because its services are personal and unique and because Contractor will have access to Confidential Information of Company, any breach of this Agreement by Contractor would cause irreparable injury to Company for which monetary damages would not be an adequate remedy and, therefore, will entitle Company to injunctive relief (including specific performance). The rights and remedies provided to each party in this Agreement are cumulative and in addition to any other rights and remedies available to such party at law or in equity.

8.6 Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

8.7 Export. Contractor agrees not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Company, or any products utilizing such data, in violation of the United States export laws or regulations.

8.8 Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter. No modification of or amendment to this Agreement, or any waiver of any rights, will be effective unless in writing and signed by Contractor and CEO. The terms of this Agreement will govern all SOWs and services undertaken by Contractor for Company. In the event of any conflict between this Agreement and a SOW, the terms of the SOW shall govern, but only with respect to the services set forth therein. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed as one instrument.

8.9 Multi-Employee Contractor. Before any Contractor employee or agent performs services in connection with this Agreement or has access to Confidential Information, the employee or agent and Contractor must have entered into a binding written agreement for the benefit of Company that contains provisions substantially equivalent to Sections 1 (Services) and 4 (Intellectual Property Rights). At Company's request, Contractor will provide Company with copies of such agreements. Company reserves the right to refuse or limit Contractor's use of any employee or agent or to require Contractor to remove any employee or agent already engaged in the performance of the services. Company's exercise of such right will in no way limit Contractor's obligations under this Agreement. Contractor agrees (a) that its employees and agents shall not be entitled to or eligible for any benefits that Company may make available to its employees; (b) to limit access to the Confidential Information to employees or agents of Contractor who have a reasonable need to have such access in order to perform the services pursuant to this Agreement; and (c) to be solely responsible for all expenses incurred by any of its employees or agents in performing the services or otherwise performing its obligations under this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Service Contractor Services Agreement to be executed by their duly authorized representatives.

COMPANY: COMPANY NAME.

_____

Signature

By:_____

Title:_____

Address:_____

_____

CONTRACTOR

Signature

By:

_____

Title:

_____

Address:

_____

lf Contractor is a natural person, Contractor must provide the following information for copyright registration purposes only:

Date of Birth:

_____

Nationality or Domicile:

_____

EXHIBIT A

STATEMENT OF WORK

This Statement of Work (this "SOW") is incorporated into the Independent Contractor Services Agreement by and between Company and Contractor. This SOW describes services and Work Product to be performed and provided by Contractor pursuant to the Agreement. If any item in this SOW is inconsistent with the Agreement prior to such incorporation, the terms of this SOW will control, but only with respect to the services to be performed under this SOW.

1. **Scope of Services:** BASIC SCOPE OF WORK DESCRIPTION

This scope will conclude on CONCLUSION DATE.

2. **Payment of Fees**. Fee will be:

3. **Time & Materials Basis**: Fee invoiced by Contractor at the rates set forth below; provided, however, that the Contractor will obtain Company's prior written approval before providing more than an average of 40 hours worth of services per week. In the event that the Agreement or this SOW is terminated prior to completion of the services set forth in this SOW, Contractor will deliver all work-in-progress to Company and issue a final invoice on the effective date of termination for all services performed for which fees are outstanding. Company will not be obligated to pay for any non-conforming work product.

Rate: $100/hr

□ **Milestone Fee Basis**: Fees payable in accordance with the table immediately below and the development schedule in Section 4 of this SOW:

Milestone	Fee (US$)

In the event that the Agreement or this SOW is terminated prior to completion of the services set forth in this SOW, Contractor will issue a final invoice for all Milestones accepted by Company prior to the effective date of the termination.

□ **Fixed Fee Basis**: Total fee of _____ dollars ($_____.) payable in _ installments of _____ dollars ($_____.) each, to be invoiced as follows:_____. In the event that the Agreement or this SOW is terminated prior to completion of the services set forth in this SOW, Contractor will deliver all work-in-progress to Company and Company will make a final payment to Contractor based on the proportion of services completed, as determined by Company in its sole discretion.

4. **Expenses**. Company will reimburse Contractor for the following expenses:

Signed:_____ _____

Company Contractor

Dated:_____