

## CONSULTING AGREEMENT (FOR SERVICES)

Effective \_\_\_\_\_, 2015 (“Effective Date”), \_\_\_\_\_ (“Consultant”) and \_\_\_\_\_ (“Company”), a Delaware corporation, agree (this “Agreement”) as follows:

1. **Services and Payment.** Consultant agrees to undertake and complete the Services (as defined in Exhibit A) in accordance with and on the schedule specified in Exhibit A. As the only consideration due Consultant regarding the subject matter of this Agreement, Company will pay Consultant in accordance with Exhibit A.
2. **Rights and Licenses; Proprietary Information.**
  - 2.1. Except as specified on Exhibit A and with respect to any Proprietary Information (as defined below) that may be incorporated therein, Consultant shall retain all right, title and interest in and to any and all inventions (whether or not patentable), works of authorship, mask works, designations, designs, know-how, and information made or conceived or reduced to practice, in whole or in part, by Consultant in connection with Services (collectively, “Work Product”), subject to the licenses granted to Company herein.
  - 2.2. Consultant hereby either (i) grants and agrees to grant Company and its successors a perpetual, irrevocable, worldwide royalty-free, nonexclusive, sublicensable, transferable right and license to exploit and exercise all technology and intellectual property rights in support of Company’s exercise or exploitation of the Services, Work Product, other work performed hereunder (including any modifications, improvements and derivatives of any of them) or (ii) grants and agrees to provide all Work Product to Company under the terms of the MIT open source license, which terms are available at <http://opensource.org/licenses/MIT>.
  - 2.3. The Mutual Non-Disclosure Agreement between the parties dated \_\_\_\_\_ is hereby incorporated into and made part of this Agreement. Without limiting the foregoing, Consultant shall not incorporate any Proprietary Information (as defined in the Mutual Non-Disclosure Agreement) into Work Product without Company’s prior written consent in each instance.
  - 2.4. Consultant agrees that during the term of this Agreement Consultant will not provide services similar to the Services to any person or organization set forth on Exhibit A or otherwise assist such persons or organizations in any manner in competing or in preparing to compete with any business or demonstrably anticipated business of Company.
3. **Acceptance.** All Work Product shall be completed and delivered according to Company’s specifications.
4. **Warranty.** Notwithstanding anything to the contrary contained herein, Consultant warrants that: (i) the Services will be performed in a professional and workmanlike manner and that none of such Services or any part of this Agreement is or will be inconsistent with any obligation Consultant may have to others; (ii) all work under this Agreement shall be Consultant’s original work and Consultant has the full right to provide the Company with the licenses and rights provided for herein.
5. **Termination.** If either party materially breaches a material provision of this Agreement, the other party may terminate this Agreement upon five (5) days written notice unless the breach is cured within the notice period. Company also may terminate this Agreement at any time, with or without cause, upon ten (10) days’ notice. Sections 2 through 6 of this Agreement and any remedies for breach of this Agreement shall survive any termination or expiration.

6. **Miscellaneous.** Notwithstanding any provision hereof, for all purposes of this Agreement each party shall be and act as an independent contractor and not a partner, joint venturer, or agent of the other and shall not bind nor attempt to bind the other to any contract. Consultant is an independent contractor and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including, but not limited to, workers' compensation insurance. This Agreement and the services contemplated hereunder are personal to Consultant and Consultant shall not have the right or ability to assign, transfer, or subcontract any obligations under this Agreement without the written consent of Company. Any attempt to do so shall be void. All notices under this Agreement shall be in writing, and shall be deemed given when personally delivered, sent by confirmed telecopy or other electronic means, or three (3) days after being sent by prepaid certified or registered U.S. mail to the address of the party to be noticed as set forth herein or such other address as such party last provided to the other by written notice. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. No changes or modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the state of New York without regard to the conflicts of laws provisions thereof. Any legal action or proceeding relating to this Agreement shall be brought exclusively in the state or federal courts located in New York County, New York, and each party consents to the jurisdiction thereof. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement. This Agreement constitutes the complete and exclusive agreement between the parties concerning its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, concerning the subject matter described herein.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as a sealed instrument, effective as of the date and year first written above.

**COMPANY**

**CONSULTANT**

By:

By:

Name:

Name:

Title:

Address:

## **EXHIBIT A**

### **Services & Fees**

**Services:** Consultant shall furnish [ ] individuals to perform the following Services. All Services are to be performed remotely and Consultant acknowledges that Consultant will not be given access to Company's information technology systems and assets or Company's code base. None of the modules developed by Consultant may include any identifiers to Company or references to the financial services industry.

*[Add description of services.]*

**Term:** The term will continue until the Services are completed or the Agreement is terminated under Section 4, whichever occurs first.

**Fees:** Hourly|Daily|Weekly|Monthly rate of \$[ ]. Approximated hours and timeline for each module listed below. These are strictly approximations:

**Company Competitors:**