**Independent Contractor, Agreement**

BUSINESS BETWEEN NEED\_CLIENT\_NAME AND NEED\_CONTRACTOR\_NAME

CONFIDENTIAL

2020

This Independent Contractor Agreement (this “Agreement”) is made as of this day \_\_\_ of \_\_\_\_\_, \_\_\_\_\_, (the “Effective Date”) by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Client” and “Company”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ whom is located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Independent Contractor”). Client and Independent Contractor may each be referred to in this Agreement as a “Party” and collectively as the “Parties”.

# **01.Services.** Independent Contractor shall provide the Client the services described in Exhibit Z attached to this Agreement (the “Services”). In addition, Independent Contractor shall perform such other duties and tasks, or changes to the Services, as may be agreed upon by the Parties. Company may issue Project Assignments to Contractor in the form attached to this Agreement as Exhibit Z (Project Assignment). A Project Assignment will become binding when both parties have signed it and returned a copy to the other party. The terms of this Agreement will govern all SOWs and services undertaken by Contractor for Company. Affiliates of Company may also issue Project Assignments under this Agreement and, in such event; the Company affiliate shall have the roll of “Company” for all purposes herein.

# **02.Compensation.** In consideration for Independent Contractor’s performance of the Services. Client shall pay Independent Contractor an agreed amount by both Parties, $\_\_\_.\_\_\_per hour, Independent Contractor will be legally responsible for their taxes. Independent Contractor will be paid within seven (7) days after receiving Independent Contractor’s invoice. Independent Contractor will submit invoices for payment at the end of every week. The end of the week will be no latter than Friday of the week mentioned in the invoice. The week will begin every Monday and end on Sunday. Reasonable adjustments to the compensation will be stated in writing and added following this agreement in a classified and specialized form, Exhibit Z, both parties will sign. Justification and agreements to the overall compensation will be honored based on a matching of the market rate for the Independent Contractor based on the Bureau of Labor Statistics, and qualifications. Company will pay Contractor the fee set forth in the applicable Project Assignment for the services provided as specified in such Project Assignment as Contractor’s sole and exclusive compensation. Upon termination of this Agreement for any reason, Contractor will be (i) paid fees on the basis stated in the Project Assignment(s) for all work completed as of the effective date of termination and (ii) reimbursed only for expenses that are incurred prior to termination of this Agreement and which are either expressly identified in a Project Assignment or approved in advance in writing by an authorized Company manager.

# **03.Expenses.** Except as otherwise specified in this Agreement, Client shall reimburse Independent Contractor for all pre-approved**,** reasonable, and necessary costs and expenses incurred in connection with the performance of the Services and any reasonable incurred expenses related to the Services.

# **04.Term and Termination.** Independent Contractor’s engagement with Client under this Agreement shall commence on \_\_\_\_\_\_ \_\_, \_\_\_\_\_. Independent Contractor acknowledges and agrees that the engagement with Client is at will, subject to being terminated at the discretion of Client at any time, upon seven (7) days prior written notice to Independent Contractor, or in the special circumstance that the worked performed has met the document “Product Backlog” requirements and no further work is required, then and only then will an agreement be made between the Client and Independent Contractor to gracefully terminate the contract. At the time of termination, Independent Contractor agrees to return all Client property used in performance of the Services, including but not limited to computer, cell phones, keys, reports, and other equipment and documents Independent Contractor shall reimburse Client for any Client property lost or damaged in an amount equal to the market price of such property, or an agreed amount between the Client and Independent Contractor.

# **05.Independent Contractor.** The Parties agree and acknowledges that Independent Contractor status becomes active when the Independent Contractor is off the time from the concurrent employment with the Client, and therein is an Independent Contractor and is not, for any purpose, an employee of the Client. Off is defined as not being currently on an hour in time where the Independent Contractor is receiving payment for the concurrent employment and the Independent Contractor simultaneously, furthermore, off is further defined as a state in time where mentioned NEED\_CONTRACTOR\_NAME has exhausted his hourly duties for the Client through the concurrent employment, not exceeding but continuing to allow overtime for the original employment and not the Independent Contractor duties, and is further in agreement to invoke the Independent Contractor status. Independent Contractor does not have any authority to enter into agreements or contracts on behalf of the Client, unless otherwise specified with signatures and descriptions from both the Independent Contractor and the Client through a specialized form Exhibit Y, or the purpose of the agreement is not pertaining to the services mentioned in this document, or the Independent Contractor and the Client have agreed verbally with a witness to testify to such facts. Independent Contractor shall be entitled to the clients benefits, including, but limited to, coverage under medical, dental, retirement, or other plans, furthermore, due to the current nature of the concurrent employment. The Independent Contractor and the Client shall sign an Affidavit stating the benefits, time limits, and any limitations that may exist. If in the event that the Independent Contractors concurrent employment ends the Client and the Independent Contractor shall review the Exhibit Y and therein establish an arbitration through a rewrite of Exhibit Y. Where it pertains relating to the Services in relation to this legal document Client shall not be obligated to pay worker’s compensation insurance, unemployment compensation, social security tax, withholding tax, or other taxes or withholdings for or on behalf of the Independent Contractor in connection with the performance of the Services under this Agreement. Nothing contained in this Agreement shall be deemed or construed by the Penalties to create the relationship or partnership, a join venture, or any other fiduciary relationship, unless otherwise stated in exhibit X with signatures from both parties entrusting a lengthy description of the relationship.

# **06.Confidentiality.**

## **a. Confidentiality and Proprietary Information.** In the course of performing the Services, Independent Contractor will be exposed to confidential and proprietary information of Client. “Confidential Information” shall mean any data or information that is competitively sensitive material and not generally known to the public, including, but not limited to, information relation to development plans, marketing strategies, finance, operations, systems, proprietary concepts, documentation, reports, data, specifications, computer software, source code, object code, flow charts, data databases, inventions, know-how, trade secrets, customer lists, customer relationships, customer profiles, supplier relationships, supplier profiles, pricing, sales estimates, business plans, and internal performance results relating to the past, present, and future business activities, technical information, designs, processes, procedures, formulas, or improvements, which Client considers confidential and proprietary. Independent Contractor acknowledges and agrees that the Confidential Information is valuable property of Client, developed over a long period of time at substantial expense and that it is worthy of protection.

## **b. Confidentiality Obligations.** Except as otherwise expressly permitted in this Agreement, Independent Contractor shall not disclose or use in any manner, directly or indirectly, any Confidential information either during the term of this Agreement or at any time thereafter, except as required to perform the Services or with Client’s prior written consent.

## **c. Rights in Confidential Information.** All Confidential Information disclosed to Independent Contractor by Client (i) is and shall remain the sole and exclusive property of Client, and (ii) is disclosed or permitted to be acquired by Independent Contractor solely in reliance on Independent Contractor’s agreement to maintain the Confidential Information in confidence and not use or disclose the Confidential Information to any other person. Except as expressly provided herein, this Agreement does not confer any right, license, ownership, or other interest in or title to the Confidential Information to Independent Contractor.

## **d. Irreparable Harm.** Independent Contractor acknowledges that use or disclosure of any Confidential Information in a manner inconsistent with this Agreement will give rise to irreparable injury which damages would not be an adequate remedy. Accordingly, in addition to any other legal remedies which may be available at law or in equity, Client shall be entitled to pursue any other legally permissible remedy available as a result of such breach, including but not limited to, damages, both direct and consequential. In any action brought by Client under this Section, Client shall be entitled to recover its attorney’s fees and costs from Independent Contractor.

# **07.Ownership of Work Product.** The Parties agree that all work product, information or other materials created and developed by Independent Contractor in connection with the performance of the Services under this Agreement and any resulting intellectual property rights (collectively, the “Work Product”) are the sole and exclusive property of Client. The Parties acknowledge that the Work Product shall, to the extent permitted by law, be considered a “work made for hire” within the definition of Section 101 of the Copyright Act of 1976m as amended, (the “Copyright Act”), and that Client is deemed to be the author and is the owner of all copyright and all other rights therein. If the work product is not deemed to be a “work made for hire” under the Copyright Act, then Independent Contractor hereby assigns to Client all of Independent Contractor’s rights, title, and interests in and to the Work Product, including but not limited to all copyrights, publishing rights to use, reproduce and otherwise exploit the Work Procut in any and all formats, media, or all channels , where now known or hereby created.

# **08.Non-Compete.** Independent Contractor agrees and covenants that during the term of this Agreement, and for a period of twelve (12) months following the termination of this Agreement, Independent Contractor will not, directly nor indirectly, perform nor engage in the same or similar activities as were performed for Client for any business that is directly or indirectly in completion with Client.

# **09.Non-Solicit.** Independent Contractor agrees and covenants that for a period of twelve (12) months following the termination of this Agreement, Independent Contractor will not directly, nor indirectly, solicit any office, director, or employee, or any customer, client, supplier, or vendor of Client for the purpose of including such party to terminate its relationship with Client in favor of Independent Contractor or another business directly or indirectly in competition with Client.

# **10.Mutual Representations and Warranties** Both Client and Independent Contractor represent and warrant that each Party has full power, authority, and right to execute and deliver this Agreement, has full power, and authority to perform its obligations under this Agreement, and has taken all necessary action to authorize the execution and delivery of this Agreement. No other consents are necessary to enter into or perform this Agreement.

# **11.Independent Contractor Representation and Warranties** Independent Contractor represents and warrants that it has all the necessary licenses, permits, and registrations, if any, required to perform the Services under this Agreement in accordance with applicable deferral, stat, and local laws, rules and regulations and that it will perform the Services according to the Client’s guidelines and specification and with the standard of care prevailing in the industry. Contractor is not authorized to make any representation, contract or commitment on behalf of Company unless specifically requested or authorized in writing to do so by an authorized representative of the Company. Contractor is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of services and receipt of fees under this Agreement. Contractor is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing services under this Agreement. No part of Contractor’s compensation will be subject to withholding by Company for the payment of any social security, federal, state or any other employee payroll taxes. Company will regularly report amounts paid to Contractor by filing Form 1099‑MISC with the Internal Revenue Service as required by law.

# **12.Governing Law.** The terms of this Agreement and the rights of the Parties hereto shall be governed exclusively by the laws of the State of California, without regarding its conflicts of law provisions.

# **13.Disputes.** Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

# **14.Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective accessors and permitted assigns.

# **15.Assignment.** The interests of Independent Contractor are personal to Independent Contractor and cannot be assigned, transferred, or sold without prior written consent of Client.

# **16.Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto with respect the subject matter hereof, and supersedes all prior negotiations, understandings, and agreements of the Parties.

# **17.Ammendments.** No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by both of the Parties.

# **18.Notices.** Any notice or other communication given or made to either Party under this Agreement shall be in writing and delivered by hand, sent overnight courier services, or sent by certified, or registered mail, return receipt requested, to the address stated above or to another address as that Party may subsequently designate by notice, and shall be deemed given on the date of delivery.

# **19.Waiver.** Neither Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by either Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any subsequent or other breach or violation.

# **20.Further Assurances.** At the request of one Party, the other Party shall execute and deliver such other documents and take such other actions as may be reasonably necessary to affect the terms of this Agreement.

# **21.Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legally enforceable as though the invalid, illegal, or enforceable parts had not been included in this Agreement.

# **22.Travel and Other Expenses.** The compensation to be paid Contractor in Section 2 shall be an “all-in” fee. Contractor shall be solely liable and responsible for any and all fees, costs, expenses and liabilities incurred by Contractor in connection with this Agreement or in the performance of any of the Services. Contractor waives any right, claim or expectation to recovery or reimbursement from Company, for any such fees, costs, expenses or liabilities. Notwithstanding the foregoing, Company shall reimburse Contractor for out-of-town travel expenses (round trip transportation, hotel and meals) actually incurred by Contractor with the prior approval of Company. All out-of-town travel must be made in accordance with Company’s travel policy.

# **23.Inspection and Acceptance.** Inspection Upon completion of the Services or any stage thereof, Company or its end user customer (the “Customer”) shall have the right to many any final inspection or tests that Company may deem desirable prior to acceptance of the same. Contractor shall notify Company when Contractor completes the Services or any agreed stage thereof and deliver to Company any applicable deliveries including software, such software shall be delivered to Company in both source code and object code form along with sufficient documentation and materials to permit an individual of reasonable skill to fully compile such source code into machine executable object code. Company may reject any Service, which does not strictly comply with any specifications set forth on the Project Assignment and/or the highest industry standards generally applicable to such work.

## **Acceptance.** After receipt of Contractor’s notice of completion of the Services or applicable stage thereof, Company shall notify Contractor that Company either (i) accepts the Services as complying with the Specifications, or (ii) rejects the Services as deficient, and shall advise Contractor how the Services do not comply with the Specifications. Contractor shall correct all identified deficiencies within ten (10) days of receipt of Company’s deficiency notice, at Contractor’s own cost and at no additional charge to Company. Contractor shall again notify company upon completion, at which time Company shall re-inspect the Services in accordance to this Section. If, following a second inspection, the Services are still not acceptable to Company, Company may either (i) notify Contractor of remaining deficiencies and provide Contractor with additional time to cure, or (ii) terminate this Agreement and receive a full refund of all monies paid to Contractor for the Services which have not yet been accepted by Company and Company shall have no further liability or obligations under this agreement.

## **Warranty and Standards for Performance of Work**. Contractor represents and warrants that all of the Services will meet or exceed the highest standards and practices of professional care, skill and diligence customarily observed in the industry to which such Services relate. Contractor further represents and warrants that the Services when performed shall conform to the requirements of this Agreement and the specifications set forth in the Project Assignment. These warranties are in addition to all other warranties or remedies available to Company, expressed or implied, and shall survive inspection, acceptance and/or payment by Company. Contractor further represents, warrants and covenants to and with Company that Contractor is currently providing and will continue to seek to provide consulting services to other third party clients of Contractor.

# **24.Disclosure and Assignment of Work Resulting from Project Assignments.**

## **“Innovations” and “Company Innovations” Definitions.** “Innovations” means all discoveries, designs, developments, improvements, inventions (whether or not protectable under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protectable under copyright laws), trade secrets, know-how, ideas (whether or not protectable under trade secret laws), mask works, trademarks, service marks, trade names and trade dress, and all of the intellectual property rights in any of the foregoing. “Company Innovations” means Innovations that Contractor, solely or jointly with others, conceives, develops or reduces to practice in the performance of, or that are related to, any Project Assignment.

## **Disclosure and Assignment of Company Innovations.** Contractor agrees to maintain adequate and current records of all Company Innovations, which records shall be and remain the property of Company. Contractor agrees to promptly disclose and describe to Company all Company Innovations. Contractor agrees to assign and hereby does assign to Company or Company’s designee all of Contractor’s right, title and interest in and to any and all Company Innovations and all associated records. To the extent any of the rights, title and interest in and to Company Innovations cannot be assigned by Contractor to Company, Contractor hereby grants to Company an exclusive, royalty-free, transferable, irrevocable, worldwide license (with rights to sublicense through multiple tiers of sub licensees) to practice such non-assignable rights, title and interest. To the extent any of the rights, title and interest in and to the Company Innovations can neither be assigned nor licensed by Contractor to Company, Contractor hereby irrevocably waives and agrees never to assert such non-assignable and non-licensable rights, title and interest against Company or any of Company’s successors in interest.

## **Assistance.** Contractor agrees to perform, during and after the term of this Agreement, all acts that Company deems necessary or desirable to permit and assist Company, at its expense, in obtaining, perfecting and enforcing the full benefits, enjoyment, rights and title throughout the world in the Company Innovations as provided to Company under this Agreement. If Company is unable for any reason to secure Contractor’s signature to any document required to file, prosecute, register or memorialize the assignment of any rights under any Company Innovations as provided under this Agreement, Contractor hereby irrevocably designates and appoints Company and Company’s duly authorized officers and agents as Contractor’s agents and attorneys-in-fact to act for and on Contractor’s behalf and instead of Contractor to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance and enforcement of rights under such Company Innovations, all with the same legal force and effect as if executed by Contractor. The foregoing is deemed a power coupled with an interest and is irrevocable.

## **Out-of-Scope Innovations.** If Contractor incorporates or permits to be incorporated any Innovations relating in any way, at the time of conception, reduction to practice, creation, derivation, development or making of such Innovation, to Company’s business or actual or demonstrably anticipated research or development but which were conceived, reduced to practice, created, derived, developed or made by Contractor (solely or jointly) either unrelated to Contractor’s work for Company under this Agreement or prior to the Effective Date (collectively, the “Out-of-Scope Innovations”) into any of the Company Innovations, then Contractor hereby grants to Company and Company’s designees a non-exclusive, royalty-free, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sub licensees) to practice all patent, copyright, moral right, mask work, trade secret and other intellectual property rights relating to such Out-of-Scope Innovations. Notwithstanding the foregoing, Contractor agrees that Contractor will not incorporate, or permit to be incorporated, any Innovations conceived, reduced to practice, created, derived, developed or made by others or any Out-of-Scope Innovations into any Company Innovations without Company’s prior written consent.

## **Exclusions from Nondisclosure and Nonuse Obligations.** Contractor’s obligations under Section 5.2 (Nondisclosure and Nonuse Obligations) shall not apply to any Confidential Information that Contractor can demonstrate (a) was in the public domain at or subsequent to the time such Confidential Information was communicated to Contractor by Company through no fault of Contractor; (b) was rightfully in Contractor’s possession free of any obligation of confidence at or subsequent to the time such Confidential Information was communicated to Contractor by Company; or (c) was developed by employees of Contractor independently of and without reference to any Confidential Information communicated to Contractor by Company. A disclosure of any Confidential Information by Contractor (a) in response to a valid order by a court or other governmental body or (b) as otherwise required by law shall not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, that Contractor shall provide prompt prior written notice thereof to Company to enable Company to seek a protective order or otherwise prevent such disclosure.

# **25.Nondisclosure and Nonuse Obligations.** Except as permitted in this Section, Contractor shall not use, disseminate or in any way disclose the Confidential Information. Contractor may use the Confidential Information solely to perform Project Assignment(s) for the benefit of Company. Contractor shall treat all Confidential Information with the same degree of care as Contractor accords to Contractor’s own confidential information, but in no case shall Contractor use less than reasonable care. If Contractor is not an individual, Contractor shall disclose Confidential Information only to those of Contractor’s employees who have a need to know such information. Contractor certifies that each such employee will have agreed, either as a condition of employment or in order to obtain the Confidential Information, to be bound by terms and conditions at least as protective as those terms and conditions applicable to Contractor under this Agreement. Contractor shall immediately give notice to Company of any unauthorized use or disclosure of the Confidential Information. Contractor shall assist Company in remedying any such unauthorized use or disclosure of the Confidential Information. Contractor agrees not to communicate any information to Company in violation of the proprietary rights of any third party.

## **Ownership and Return of Confidential Information and Company Property**.

## All Confidential Information and any materials (including, without limitation, documents, drawings, papers, diskettes, tapes, models, apparatus, sketches, designs and lists) furnished to Contractor by Company, whether delivered to Contractor by Company or made by Contractor in the performance of services under this Agreement and whether or not they contain or disclose Confidential Information (collectively, the “Company Property”), are the sole and exclusive property of Company or Company’s suppliers or customers. Contractor agrees to keep all Company Property at Contractor’s premises unless otherwise permitted in writing by Company. Within five (5) days after any request by Company, Contractor shall destroy or deliver to Company, at Company’s option, (a) all Company Property and (b) all materials in Contractor’s possession or control that contain or disclose any Confidential Information. Contractor will provide Company a written certification of Contractor’s compliance with Contractor’s obligations under this Section.

## **Observance of Company Rules**. At all times while on Company’s premises, Contractor will observe Company’s rules and regulations with respect to conduct, health, safety and protection of persons and property.

## **Indemnity Provision.**   Contractor agrees to indemnify and defend and save harmless Company, including their officers, agents and employees from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments (including attorney’s fees) resulting from the injury to or death sustained by any person (including Contractor’s employees) or damage to property of any kind, which injury, death or damage arises out of or is in any way connected with Contractor’s performance of work.  Contractor’s aforesaid indemnity and hold harmless agreement shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on its part or on the part of Company or its agents, or employees, except that said agreement shall not be applicable to injury, death or damage to property arising from the sole negligence or the sole willful misconduct of Company or its officers, agents, servants, or independent contractors who are directly responsible to Company.  Further, Contractors shall indemnify Company, and save them harmless from any and all losses, damages, costs, expenses and attorney’s fees suffered or incurred on account of any breach of the Contractors obligations and covenants hereunder.  These obligations of Contractor shall not be construed to negate, abridge or otherwise reduce any right or obligation of indemnity, which would otherwise exist as to any party or persons described in this paragraph.

# **26. No Conflict of Interest.** During the term of this Agreement, Contractor will not accept work, enter into a contract or accept an obligation inconsistent or incompatible with Contractor’s obligations, or the scope of services to be rendered for Company, under this Agreement. Contractor warrants that, to the best of Contractor’s knowledge, there is no other existing contract or duty on Contractor’s part that conflicts with or is inconsistent with this Agreement. Contractor agrees to indemnify Company from any and all loss or liability incurred by reason of the alleged breach by Contractor of any services agreement with any third party.

# **27. General Provisions.**

## **Successors and Assigns.** Contractor may not subcontract or otherwise delegate Contractor’s obligations under this Agreement without Company’s prior written consent. Subject to the foregoing, this Agreement will be for the benefit of Company’s successors and assigns, and will be binding on Contractor’s assignees.

## **Injunctive Relief.** Contractor’s obligations under this Agreement are of a unique character that gives them particular value; Contractor’s breach of any of such obligations will result in irreparable and continuing damage to Company for which money damages are insufficient, and Company shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including money damages if appropriate).

## **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when actually delivered; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth above or to such other address as either party may provide in writing.

## **Governing Law; Forum.** This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of California; as such laws are applied to agreements entered into and to be performed entirely within California between California residents. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in California, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in California, such personal jurisdiction shall be nonexclusive. Additionally, notwithstanding anything in the foregoing to the contrary, a claim for equitable relief arising out of or related to this Agreement may be brought in any court of competent jurisdiction.

## **Severability.** If a court of law holds any provision of this Agreement to be illegal, invalid or unenforceable, (i) that provision shall be deemed amended to achieve an economic effect that is as near as possible to that provided by the original provision and (ii) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

## **Waiver; Modification.** If Company waives any term, provision or Contractor’s breach of this Agreement, such waiver shall not be effective unless it is in writing and signed by Company. No waiver by a party of a breach of this Agreement shall constitute a waiver of any other or subsequent breach by Contractor. This Agreement may be modified only by mutual written agreement of authorized representatives of the parties.

## **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous agreements concerning such subject matter, written or oral.

**IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first written above,**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client Signature Clients Full Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Independent Contractor Signature Independent Contractor Full Name

EXHIBIT Z

PROJECT ASSIGNMENT

|  |
| --- |
| **Services** |
| Contractor to perform services as required by Company on an as needed basis. No services performed by Contractor without prior approval will be considered for payment |

**Payment of Fees**

Fees will be based upon Contractor time spent at a rate of $35.00 per hour. Contractor shall submit an invoice on or near the first of each month listing: hours performed, specific project(s) that work was performed and any additional approved expenses that Contractor expects reimbursed.

**Expenses**

Company will reimburse Contractor for the following expenses incurred with connection with the Project Assignment upon receipt of proper documentation of those expenses from Contractor

All Contractor expenses must receive approval from Company prior to expenditure. Any unapproved expenses may by denied at Company’s discretion.

**NOTE: This Project Assignment is governed by the terms of the Independent Contractor Services Agreement in effect between Company and Contractor. Any item in this Project Assignment that is inconsistent with such Agreement is invalid, null, and voided.**

**IN WITNESS WHEREOF, the parties have executed this Project Assignment as of the later date below.**

|  |  |
| --- | --- |
| **“Company”**  CLIENT\_NAME  X  NEED\_CITY, NEED\_STATE NEED\_ZIP  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **“Independent Contractor”**  CONTRACTOR\_NAME  X  NEED\_CITY, NEED\_STATE NEED\_ZIP  By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

EXHIBIT Y

**Arbitration Agreement**

This Arbitration Agreement is made on this \_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, located \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“First Party”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Secondary Party”).

The parties agree as follows:

1. **Arbitration.** In the event of a dispute between the parties over the execution of the attached contract, the parties will waive their right to litigate these issues in court and instead will resolve their dispute through binging arbitration in West Sacramento, CA.
2. **Arbitration Procedure.** The parties agree to enter arbitration through the American Arbitration Association and abide by the Commercial Arbitration Rules of the American Arbitration Association. Arbitration proceedings shall be completed with 120 days from the date an arbitrator is appointed. This time may be extended by the arbitrator in the interest of justice. The parties may agree to extend this time in writing.
3. **Arbitrator.** The arbitration shall be conducted by one arbitrator. If the parties cannot agree on the selection of an arbitrator within 30 days of commencement of an arbitration proceeding by service of a demand for arbitration, the arbitrator will be selected by the American Arbitration Association pursuant to the terms of this agreement. The arbitrator shall have at least 1-5 years of experience in Computer Software and will have served at least 1-5 times as an arbitrator prior to this dispute.
4. **Governing Law.** The laws of the state of California will be applied in the proceedings, without regard to principles of conflict of laws.
5. **Award.** The parties agree to abide by any award issued by the arbitrator and the judgement of any court with jurisdiction and may be entered on the award.
6. **Arbitration Costs.** The costs of arbitration will be split by the parties unless otherwise determined by the arbitrator. If this is related to employment, the employer will bear the cost of arbitration. The parties will be responsible for their own litigation fees. The arbitrator may award any fees or costs to the prevailing party pursuant to applicable statues or case law in their jurisdiction.
7. **Miscellaneous.** Except as expressly modified herein, the original remain unchanged and continues in full force and effect. In the event that nay provision of this Agreement is held to be invalid, illegal, or unenforceable, in whole or in part then the remaining provision shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal, or unenforceable parts had not been included in this Agreement, Neither party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the party and any such waiver will be limited to the terms of such writing. Any modifications to this agreement must be in writing and notarized, signed and dated by all parties involved.

EXHIBIT X

Fiduciary Relationship (BLANK)