



FREELANCE TALENT AGREEMENT

This Freelance Talent Agreement (the “Agreement”) is effective _____, 20____, _____ (“Talent”), a corporation, business entity, sole proprietor or independent contractor with an address set out below Talent’s signature below, and **Toptal, LLC**, a Delaware limited liability company, with a mailing address at 2810 N. Church St. #36879, Wilmington, Delaware 19802-4447 (“**Toptal**”) agree as follows:

--- Excerpt ---

2. Ownership Rights; Proprietary Information; Publicity.

a. Ownership Rights. In order to transfer ownership of all Work Output and effect an assignment of related Inventions (defined below) to Client (the “Client IP Assignment”) Talent may enter into a direct agreement with Client, either via any standard terms that may be available on the Toptal platform or in a separate written instrument (a “Direct Client Agreement”). Talent agrees, represents and warrants that any Direct Client Agreement you enter into will not purport to obligate Toptal in any way, or alter the independent contractor status of Talent, and any breach of such an agreement shall be considered a dispute between Talent and Client only. If Talent and Client do not enter into a Direct Client Agreement, the Client IP Assignment will be made pursuant to Section 2(b).

b. In the absence of a Direct Client Agreement, and only in such case, this Section 2(b), 2(f) and 2(g) shall apply. Toptal will assign the rights it acquires pursuant to this Section to Client pursuant to the Sourced Talent Agreement (or another mechanism as determined by Toptal and Client). Talent hereby conveys, transfers and assigns to Toptal all ownership, all right, title and interest (including all intellectual property rights of any sort throughout the world) relating to the Work Output, inventions, works of authorship, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by or for or on behalf of Talent during the term of this Agreement that relate to the subject matter of or arise out of or in connection with the Work Output or any Proprietary Information (as defined below) (collectively, “Inventions”). Talent will promptly disclose and provide all Inventions to Toptal. All Inventions are “works made for hire” to the extent allowed by law. Talent will cooperate with Toptal (or at Toptal’s request, the applicable Client), to further evidence, record, and perfect such assignments, and to perfect, obtain, maintain, enforce and defend any rights assigned. Talent hereby irrevocably designates and appoints Toptal as its agents and attorneys-in-fact, coupled with an interest, to act for and on behalf of Talent to execute and file any document and to do all other lawfully permitted acts to further the foregoing with the same legal force and effect as if executed by Talent and all other creators or owners of the applicable Invention.

c. Proprietary Information. Talent agrees that all Inventions and all other business, technical and financial information (including, without limitation, the identity of and information relating to Client, customers, employees, or other Toptal developers and consultants, and the processes and criteria for recruiting, screening and selecting Talent and other Toptal developers) developed, learned or obtained by or for or on behalf of Talent in connection with the Work or that otherwise relate to Toptal, Client or the business or demonstrably anticipated business of Toptal or any Client or that are received by or for Toptal in confidence, constitute “Proprietary Information.” Talent will (i) use the Proprietary Information exclusively for the purposes of the Work and performing under this Agreement; (ii) not disclose any Proprietary Information to any third party without prior written consent; (iii) exercise the same degree of care with respect to the Proprietary Information as it uses for Talent’s own confidential and proprietary information of like importance, but in no event less than reasonable care under the circumstances; (iv) return to Toptal (or, as indicated by Toptal, to Client) all Proprietary Information upon receipt of a written request from Toptal without retaining any copy thereof (except for a copy of compensation records and this Agreement for Talent’s legitimate business purposes); and (v) without limiting the generality of the foregoing, except as expressly requested by a Client in writing, not reverse engineer, decompile or disassemble any software or other technology which is Proprietary Information. However, Talent will not be obligated under this paragraph with respect to information Talent can document is or becomes readily publicly available without restriction through no fault of Talent. Talent agrees that any confidentiality agreement Client requires Talent to sign shall not obligate Toptal in any way, shall not alter the independent contractor status of Talent, and any breach of such an agreement shall be considered a dispute between Talent and Client only.

Talent understands that pursuant to the federal Defend Trade Secrets Act of 2016, Talent shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Talent further understands that nothing contained in this Agreement limits Talent's ability to communicate with any federal, state or local governmental agency or commission, including providing documents or other information, without notice to Toptal.

d. Network Security. Talent also recognizes and agrees that (i) Toptal and each Client may monitor their respective telecommunications, networking or information processing systems (including, without limitation, stored computer files, email messages and voice messages) (collectively "Networks") for legitimate business reasons, including the protection of those systems from unauthorized use and the protection of confidential and proprietary information. For clarification, the previous sentence is limited to monitoring of Toptal and its Clients' respective Networks and does not address activities outside of these Networks. Accordingly, Talent has no expectation of privacy with respect to Toptal's or Client's respective Networks and that Talent's activity, and any files or messages, on or use of any of those systems may be monitored at any time without notice. Further, Talent will not (a) use or access any Network in any manner not permitted by the Client or Toptal; (b) use any Network in any unlawful manner (including without limitation in violation of any data, privacy or export control laws) or in any manner that interferes with or disrupts the integrity or performance of a Network or their related components, (c) modify, adapt or hack a Network, or otherwise attempt to gain, unauthorized access to a Network or related systems or networks (i.e., circumvent any encryption or other security measures, gain access to any source code or any other underlying form of technology or information, and gain access to any part of the Network, or any other products or services of Toptal or Client that are not made available to Talent for the purposes of the Work, or (d) upload viruses, spyware, or any other malicious software or code to Toptal or any Client of Toptal.

e. Sub-Contractors; Intellectual Property Protection. Unless otherwise specifically acknowledged by Toptal and Client in writing, and subject to successful completion of the Toptal screening process by proposed subcontractors, all activity relating to Work will be performed solely by Talent. If use of sub-contractors is permitted as set forth in this Section, Talent agrees that it will not (and will not permit others to) violate any agreement with or rights of any third party or, except as expressly authorized by Toptal in writing hereafter, use or disclose at any time Talent's own or any third party's confidential information or intellectual property in connection with the Work or otherwise for or on behalf of Toptal. Talent will be jointly and severally liable with and responsible for the acts and omissions of sub-contractors as if Talent performed such acts or omissions.

f. Waiver of Moral Rights. To the extent allowed by law, all rights and licenses granted to Toptal under this Agreement include all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like. Furthermore, Talent agrees that notwithstanding any rights of publicity, privacy or otherwise (whether or not statutory) anywhere in the world, and without any further compensation, as a condition to accepting Work, Toptal may and is hereby authorized to (and to allow others to) use Talent's name, or likeness or both in connection with conduct and promotion of its business, products or services, provided however that Talent may revoke this permission in writing following the termination of this Agreement and Toptal will not continue any publicity activities (but shall not be obliged to retract or remove any previously published materials, except as required by law). To the extent any of the foregoing is ineffective under applicable law, Talent hereby provides all ratifications and consents necessary to accomplish the purposes of the foregoing to the extent possible. Talent will confirm any such ratifications and consents from time to time as requested by Toptal. If any other person is in any way involved in any Work Output and may hold such rights, Talent will obtain the foregoing ratifications, consents, and authorizations from such person for Toptal's exclusive benefit.

g. Licenses. If any part of the Work or Inventions or information provided by Talent (or anyone acting on Talent's behalf or direction) under this Agreement is based on, incorporates, or is an improvement or derivative of, or cannot be reasonably and fully used, reproduced, used, distributed, or otherwise exploited without using or violating the technology or intellectual property rights owned by or licensed to Talent (or any person involved in the Work) and not otherwise assigned hereunder, then Talent hereby grants Toptal and its successors a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sublicensable right and license to exploit and exercise all such technology and intellectual property rights in support of Toptal's and/or the applicable Client's exercise or exploitation of the Work, Inventions, other work or information performed or provided hereunder, or any assigned rights (including any modifications, improvements and derivatives of any of them).

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