

INTELLECTUAL PROPERTY TRANSFER AGREEMENT

Relationship between Freelancer and Employer

Upon the acceptance of an awarded project by a Freelancer from an Employer, the Employer agrees to purchase and the Freelancer agrees to deliver the work with the following agreements:

1. this Agreement; and
2. all applicable policies and terms incorporated by reference that apply to the Site, as amended from time to time;
3. any other contractual provisions accepted by both Employer and Freelancer uploaded to the Site, to the extent not inconsistent with the User Agreement; and
4. the Work specifications as described on the Site, to the extent not inconsistent with the User Agreement.

Intellectual Property Rights

In this Agreement, "Intellectual Property Rights" includes all copyright, trade marks, design, patent, database, trade names, business names, company names or domain names, other proprietary rights, or any rights to the grant or registration of such rights, existing anywhere in the world, whether created or in existence before or after the date of this Agreement.

Confidentiality

Freelancers must not use any Confidential Information assigned as part of the Project except for the benefit of the Employer. Freelancers must not disclose such Confidential Information to third parties. Freelancer must take reasonable steps to maintain the confidentiality and secrecy of such Confidential Information and to prevent the unauthorized use or disclosure of such Confidential Information. Any breach of these restrictions will cause irreparable harm to Employers and will entitle Assignee to injunctive relief in addition to all applicable legal remedies.

Representations and Warranties

Freelancer represents and warrants to Employer that: Employer exclusively owns all right, title, and interest in and to the Employer's Project; Employer has not granted and will not grant any licenses or other rights to the Project to any third party; the Project is free of any liens, encumbrances, security interests, and restrictions on transfer; to Freelancer's knowledge, the Intellectual Property that is assigned as part of the Project does not infringe Intellectual Property Rights of any third party; and there are no legal actions, investigations, claims, or proceedings pending or threatened relating to the Project.

Indemnification

The Freelancer agrees to indemnify and hold the Employer and the Freelancer Group (as applicable) as well as our related entities, affiliates, and our and their respective officers, directors, agents and employees, harmless from and against any and all claims, demands, proceedings, losses and damages (actual, special and consequential) of every kind and nature known and unknown, including reasonable legal fees, made by any third party due to or arising out of your breach of this Agreement or your violation of any law or the rights of a third party.

Freelancer Group is not a party

This agreement is between Employer and Freelancer and for the avoidance of doubt, the Freelancer Group is not a party to this Agreement. "Freelancer Group" means Freelancer International Pty Limited (ACN 134 845 748) and its corporate affiliates.

Freelancer Group is not involved in any transactions between you and any other Users. You acknowledge and agree that the Freelancer Group will not be a party to any such dispute regarding transactions involving the Site to be obligated to take any action or refrain from taking any action toward resolving any such dispute. If you have a dispute with any other Users of the Site, you hereby release the Freelancer Group (as applicable).

Governing Law and Jurisdiction

This Agreement will be governed by, and construed in accordance with, the laws of New South Wales, Australia.

Other agreements

This Agreement is subject to all applicable policies and terms incorporated by reference that apply to the Site, as amended from time to time, in particular the User Agreement.

Employer

Party Name
YYYY MMM DD, HH:MM:SS

Freelancer

Party Name
YYYY MMM DD, HH:MM:SS