

DEVELOPMENT AGREEMENT (SAMPLE)

This Development Agreement (the “**Agreement**”) dated as of [_____] (the “**Effective Date**”) is entered into by and between [Company] [address] (“**Entrepreneur**”) and [Independent Contractor] [address] (“**Freelancer**”).

WHEREAS, this Agreement is in connection with Loom Lab, Inc.’s (“**Loom**”) independent platform located at www.loom.co (the “**Loom Platform**”) through which companies can connect and engage independent contractors to provide web development and other services;

WHEREAS, use of the Loom Platform and the services provided by Loom are subject to Loom’s Terms of Service located at <https://loom.co/terms-of-service/> (the “**Terms of Service**”);

WHEREAS, Entrepreneur wishes to engage Freelancer as an independent contractor for the purpose of providing the development services (collectively, the “**Development Services**”) as set forth in each “Statement of Work”, substantially in the form of Exhibit A attached hereto (each a “**Statement of Work**”) on the terms and conditions set forth in the Terms of Service and this Agreement; and

WHEREAS, Freelancer wishes to provide the Development Services in accordance with the Terms of Service and terms of this Agreement,

NOW THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. ENGAGEMENT

1.1. Entrepreneur hereby engages Freelancer as an independent contractor, and Freelancer accepts such engagement, to provide the Development Services and all Work Product (as defined below) (if any) in accordance with the applicable Statement of Work, the Terms of Service and the terms and conditions set forth herein. The Services may be performed by Freelancer’s employees or Freelancers as determined by Freelancer in its sole discretion. For each assignment to be performed by Freelancer hereunder, the parties shall complete and sign a Statement of Work and each such signed Statement of Work shall become a part of this Agreement.

1.2. In the event of a conflict between this Agreement, any Statement of Work and the Terms of Service, the Terms of Service shall govern and control. In the event of a conflict between this Agreement and any Statement of Work, the terms of the Statement of Work shall govern and control.

1.3. Freelancer will not subcontract or otherwise delegate any of Freelancer’s obligations under this Agreement without Entrepreneur’s express prior written consent on a case-by-case basis. The Freelancer will be responsible for the direction and coordination of the services of each subcontractor and for any breach of the terms of this Agreement by a subcontractor. The Entrepreneur will have no obligation to pay any subcontractor.

2. SCOPE OF WORK

The scope of Development Services for each assignment shall be as agreed under the Terms of Service and described in the applicable Statement of Work, and shall include all Work Product and all materials, articles and other deliverables to be provided by Freelancer. Changes to the scope of Development Services under any Statement of Work shall not be effective unless and until agreed upon in writing by both parties.

3. COMPENSATION

3.1. Freelancer shall be paid for the Development Services and the Work Product in accordance with the applicable Statement of Work.

3.2. Freelancer shall be solely responsible and liable for all expenses and any other costs arising from or relating to the Development Services, the Work Product, the Statement of Work and/or this Agreement unless otherwise set forth in the applicable Statement of Work.

3.3. Under the Terms of Services, it contemplates that Freelancer's fees may be, in whole or part, in the form of equity in the Entrepreneur. The parties acknowledge and agree that Loom is not a venture fund, investment bank, broker dealer, investment clearing-house, investment club, or investment advisor, but rather a platform through which companies can connect and engage independent contractor for development services for the fees as agreed solely between Entrepreneur and a Freelancer. Loom does not recommend or make any representation or warranty regarding any fees. Entrepreneur and Freelancer shall be solely responsible for compliance with all securities and other laws and regulations relating to the issuance of any of the fees in the form of equity and each of the parties shall indemnify Loom for all claims, losses, damages, liabilities, including legal fees and expenses, arising, directly or indirectly, out of or in connection with any such Equity.

4. OWNERSHIP OF WORK PRODUCT AND THIRD-PARTY MATERIALS

4.1. Unless otherwise specifically set forth in the applicable Statement of Work, Freelancer acknowledges that all (a) deliverables, (b) all ideas, work product, and intellectual property of whatever type or nature, in any stage of development and (c) all tangible embodiments (including models, presentations, prototypes, reports, samples, and summaries) of each item of such ideas, work product, and intellectual property conceived, created, produced, developed or reduced to practice under or directly in connection with this Agreement by Freelancer and materials of any nature furnished by Freelancer to Entrepreneur (collectively "**Work Product**") shall be and remain the property of Entrepreneur.

4.2. Unless otherwise specifically set forth in the applicable Statement of Work, Freelancer specifically agrees that all copyrightable Work Product generated or developed under this Agreement ("**Material**") shall be considered "works made for hire", as defined by the Copyright Law of the United States, and that such Material shall, upon creation, be owned exclusively by Entrepreneur. To the extent that any Material, under applicable law, may not be considered "works made for hire", Consultant hereby assigns to Entrepreneur the ownership of copyright in such Material, without the necessity of any further consideration, and Entrepreneur shall be entitled to obtain and hold in its own name all copyrights in respect of such Material.

4.3. To the extent necessary or desirable to give effect to Entrepreneur's ownership interests in the Work Product as described in Section 4.1, Freelancer hereby transfers, grants, conveys, assigns, and relinquishes exclusively to Entrepreneur all of Freelancer's right, title, and interest in and to any such Work Product, under patent, copyright, trade secret, and trademark law, in perpetuity or for the longest period otherwise permitted by law.

4.4. Freelancer shall perform any acts that may be deemed reasonably necessary or desirable by Entrepreneur to evidence more fully the transfer of ownership of all Work Product to Entrepreneur,

4.5. To the extent that any work product, intellectual property or other rights of Freelancer of whatever type or nature conceived, produced, or developed prior to the Effective Date (“**Freelancer Pre-existing IP**”) are embodied or reflected in the Work Product, Freelancer hereby grants to Entrepreneur an irrevocable, perpetual, non-exclusive, world-wide, fully paid-up and royalty-free right and license to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Freelancer Pre-existing IP. If such right and license cannot be validly granted to Entrepreneur without the consent of a third party, then Freelancer will use its best efforts to obtain such consent (at Freelancer’s expense) and will indemnify and hold harmless Entrepreneur and its affiliates, employees, and agents from and against all liabilities, losses, damages, costs, and expenses (including attorneys’ fees) arising from Freelancer’s failure to obtain such consent.

4.6. Notwithstanding any of the foregoing, if any intellectual property rights, including moral rights, in the Work Product, cannot (as a matter of law) be assigned by Freelancer to Entrepreneur, then (a) Freelancer unconditionally and irrevocably waives the enforcement of such rights and all claims and causes of action of any kind against Entrepreneur with respect to such rights, and (b) to the extent Freelancer cannot (as a matter of law) make such waiver, Freelancer unconditionally grants to Entrepreneur an non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid, assignable, right and license, with the right to sublicense through multiple levels of sublicensees, under any and all such rights (i) to reproduce, create derivative works of, distribute, publicly perform, publicly display, digitally perform, transmit and display, and otherwise use the Work Product in any medium or format, whether now known or hereafter discovered, (ii) to use, make, have made, sell, offer to sell, import, and otherwise exploit any product or service based on, embodying, incorporating, or derived from the Work Product, and (iii) to exercise any and all other present or future rights in the Work Product. The Company may sublicense and distribute Work Product without restriction.

5. **CONFIDENTIALITY**

5.1. Each party (“**Receiving Party**”) acknowledges that during the Term of this Agreement, Receiving Party may develop or learn information (“**Confidential Information**”) that is confidential and proprietary to the other party, its vendors or its customers (“**Disclosing Party**”). Receiving Party agrees not to disclose such Confidential Information to any third party or otherwise to use such Confidential Information, directly or indirectly, except in connection with the performance of the Development Services and the delivery of the Work Product, without the prior written consent of Disclosing Party. Notwithstanding the foregoing, Receiving Party may disclose the Confidential Information to its employees and Freelancers who have a need to know in connection with the performance of the Development Services and the delivery of the Work Product and who are subject to terms of confidentiality no less restrictive than set forth in this Section 5; provided that Receiving Party shall be liable for the breach of the terms of this Section 5 by any of its employees, Freelancers or agents. Receiving Party shall maintain the confidentiality of the Confidential Information with at least the same degree of care that it uses to protect its own most highly confidential information, but in any event, shall use at least commercially reasonable measures to protect the confidentiality and avoid the disclosure of the Confidential Information.

5.2. Disclosing Party shall not disclose to Receiving Party any confidential or proprietary information of any third party without the prior written consent of such third party

5.3. Notwithstanding the foregoing, pursuant to 18 U.S.C. § 1833(b), Freelancer will 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: (i) in confidence to a Federal, State, or local government official, or to an attorney; and (ii) for the sole purpose of reporting or investigating a suspected violation of law. Freelancer also has the right to disclose trade secrets in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Nothing in this agreement is intended to conflict with 18 U.S.C. § 1833(b).

5.4. Unless and except to the extent expressly prohibited by law, Freelancer will not attempt to reverse engineer, de-encrypt, or otherwise derive the design, internal logic, structure or inner workings (including algorithms and source code) of any software, products, models, prototypes, or other items provided by Entrepreneur that use, embody, or contain Confidential Information.

6. REPRESENTATIONS AND WARRANTIES

6.1. Freelancer hereby represents and warrants to Entrepreneur as follows:

6.1.1. Freelancer has the authority to enter into this Agreement and that this Agreement constitutes its legal, valid, binding and enforceable agreement;

6.1.2. The Development Services shall be performed in accordance with good industry standards and the Work Product shall be of good quality and free from material defects in workmanship and materials;

6.1.3. Execution and performance of this Agreement (A) do not breach any agreement of Freelancer with any third party, or any duty arising in law or equity, (B) do not violate any law, rule or regulation applicable to it and (C) are within its powers;

6.1.4. There are no legal actions pending or threatened against Freelancer that could interfere with the performance of the Development Services and the delivery of the Work Product under this Agreement, and Freelancer covenants that it shall promptly inform Entrepreneur of any such events that occur during the term of this Agreement; and

6.1.5. Freelancer (A) is in the business of providing similar services to meet the requirements of its clients and (B) has substantial expertise in the performance of the Development Services and the delivery of the Work Product.

6.2. Entrepreneur hereby represents and warrants to Freelancer as follows:

6.2.1. Entrepreneur has the authority to enter into this Agreement and that this Agreement constitutes its legal, valid, binding and enforceable agreement;

6.2.2. Execution and performance of this Agreement (A) do not breach any agreement of Entrepreneur with any third party, or any duty arising in law or equity, (B) do not violate any law, rule or regulation applicable to it and (C) are within its powers;

6.2.3. There are no legal actions pending or threatened against it that could interfere with the performance of its obligations under this Agreement; and

6.2.4. Entrepreneur shall use commercially reasonable efforts to notify Freelancer of any changes to its procedures affecting Freelancer's obligations under this Agreement at least 30 days prior to implementing such changes.

6.3 EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN SECTION 6.1 AND ANY WARRANTIES, SPECIFICATIONS OR REQUIREMENTS AS SET FORTH ON THE APPLICABLE STATEMENT OF WORK, THE SERVICES AND WORK PRODUCT ARE PROVIDED "AS IS" AND FREELANCER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICES, WORK PRODUCT AND MATERIALS PROVIDED TO ENTREPRENEUR UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, FREELANCER PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, THAT THE SERVICES AND WORK PRODUCT WILL MEET ENTREPRENEUR'S REQUIREMENTS, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE.

7. INDEMNIFICATION

7.1 Freelancer shall indemnify and hold harmless Entrepreneur, and each of its officers, directors and employees (collectively referred to as the "**Entrepreneur Indemnitees**") against and from any and all allegations, demands, claims, liabilities, damages, fines, penalties or costs of whatever nature (including reasonable attorneys' fees) arising from or in connection with a third party claim ("**Entrepreneur Claims**") in any way related to (a) any actual or alleged violation or breach by Freelancer (including its employees and Freelancers) of any representations or warranties or of the terms and conditions of this Agreement or the Terms of Service or (b) the negligence or willful misconduct of Freelancer (including its employees and Freelancers), or any related act or failure to act by Freelancer (including its employees and Freelancers). If any Entrepreneur Claim is made or any action or proceeding is brought against any Entrepreneur Indemnatee, any such Entrepreneur Indemnatee may, by notice to Freelancer, require Freelancer, at Freelancer's expense, to resist such Entrepreneur Claim or take over the defense of any such action or proceeding and employ counsel for such purpose, such counsel to be subject to the prior approval of such Entrepreneur Indemnatee. The reimbursement, indemnity and contribution obligations of Freelancer under this Section 7.1 shall be in addition to any liability that Freelancer may otherwise have, and shall extend upon the same terms and conditions to Entrepreneur Indemnitees.

7.2 Entrepreneur shall indemnify and hold harmless Freelancer, and each of its officers, directors, contractors, subcontractors and employees (collectively referred to as the "**Freelancer Indemnitees**"), against and from any and all allegations, demands, claims, liabilities, damages, fines, penalties or costs of whatever nature (including reasonable attorneys' fees) arising from or in connection with a third party claim ("**Freelancer Claims**"), in any way related to (a) any actual or alleged violation or breach by Entrepreneur (including its employees and contractors) of any representations or warranties or of the terms and conditions of this Agreement or the Terms of Service or (b) the negligence or willful misconduct of Entrepreneur (including its employees and contractors). If any Freelancer Claim is made or any action or proceeding is brought against any Freelancer Indemnatee, any such Freelancer Indemnatee may, by notice to Entrepreneur, require Entrepreneur, at Entrepreneur's expense, to resist such Freelancer Claim or take over the defense of any such action or proceeding and employ counsel for such purpose, such counsel to be subject to the prior approval of such Freelancer Indemnatee. The reimbursement, indemnity and

contribution obligations of Freelancer under this Section 7.2 shall be in addition to any liability that Freelancer may otherwise have, and shall extend upon the same terms and conditions to Freelancer Indemnitees.

8. SOLICITATION OF EMPLOYEES AND FREELANCERS

During the term of this Agreement and for a period of one year following completion of each Statement of Work, neither party shall offer, or assist any other person to offer, employment to any then current employee or contractor of the other party or attempt, directly or indirectly, to persuade any such employee or contractor to terminate his or her employment with the other party.

9. TERM AND TERMINATION

9.1. This Agreement shall become effective on the Effective Date and shall, unless terminated earlier pursuant to any of its express provisions, continue thereafter for a period of [] months (the "**Initial Term**"). Upon expiration of the Initial Term, this Agreement shall automatically renew for additional successive [] month terms, or for such shorter period as may result from termination pursuant to an express provision hereof, unless either party provides written notice of nonrenewal at least sixty (60) days prior to the end of the then-current term (together with the Initial Term, the "**Term**"). Notwithstanding the foregoing, either party may terminate this Agreement at any time with thirty (30) days prior written notice to the other party. Notwithstanding the foregoing, and unless otherwise agreed in the applicable Statement of Work, any Development Services being performed under any Statement of Work that is in progress at the time of such termination shall continue as if this Agreement had not been terminated, and the terms hereof shall continue to apply to the Development Services and the Work Product contemplated under the applicable Statement of Work.

9.2. Entrepreneur may terminate any Statement of Work (or part thereof), at any time for its convenience upon thirty (30) days' prior written notice to Freelancer. Entrepreneur's sole obligation to Freelancer in such event shall be to pay to Freelancer (i) all amounts due and owing pursuant to the Statement of Work up to the effective date of termination, and (ii) the actual expenses reasonably incurred for any materials specially ordered by Freelancer to perform the applicable Statement of Work, but which are not separately listed as expense items in the Statement of Work; provided that Entrepreneur had been previously notified of these expenses and approved such expenses in writing prior to termination.

9.3. Either party may terminate any Statement of Work or this Agreement in full if the other party breaches the terms of such Statement of Work or this Agreement and such other party fails to cure any such breach within thirty (30) days of notice of such breach by the non-breaching party.

9.4. Upon termination of any Statement of Work, Freelancer shall turn over to Entrepreneur all (i) Work Product, whether or not completed, (ii) reports and other written documents of whatever type or nature related to the Statement of Work, and (iii) property and materials furnished to Freelancer by Entrepreneur or paid for by Entrepreneur in support of the work under the applicable Statement of Work.

9.5. In addition to those Sections of this Agreement which by their nature are intended to survive any expiration or termination of this Agreement, Sections 4, 5, 6.1, 7, 8, 9.4, 9.5 and 10 - 14 and the Terms of Service shall specifically survive any expiration or termination of this Agreement.

10. INDEPENDENT CONTRACTOR

The parties agree that nothing in this Agreement shall be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between the parties, or as authorizing either party to act as the agent of the other. Freelancer is and will remain an independent contractor in its relationship to Entrepreneur. Entrepreneur shall not be responsible for withholding taxes with respect to Freelancer's compensation hereunder. Freelancer shall have no claim against Entrepreneur hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee or other benefits of any kind. Nothing in this Agreement shall create any obligation between either party and a third party.

11. TAXES

Unless otherwise set forth in a Statement of Work or provided by law, Entrepreneur shall be responsible for any sales or use taxes directly arising in connection with the Development Services and the Work Product. Freelancer shall be solely responsible and liable for all other compensation, taxes, benefits, charges, license fees, expenses and any other costs arising from or relating to the Development Services, the Work Product, any Statement of Work and/or this Agreement.

12. DISPUTE RESOLUTION

12.1. If any controversy, claim or dispute arising out of or relating to this Agreement, including the breach or interpretation of this Agreement or any Statement of Work (collectively, a "**Dispute**") is not resolved within thirty (30) days from the date that either party provides the other party with written notice of the existence thereof, then each party shall designate an executive who is authorized to investigate, negotiate and settle the Dispute. The executives shall exercise good faith efforts to settle the Dispute. If the executives do not resolve the Dispute within thirty (30) days (or an extended period if they so agree), then the parties shall resolve the Dispute in accordance with Section 12.2. No court or other action pertaining to a Dispute shall be pursued unless this dispute resolution procedure has been exhausted. Nonetheless, either party at any time may pursue equitable relief before any court of competent jurisdiction in order to protect its intellectual property rights or Confidential Information.

12.2. Any Dispute that is not resolved in accordance with Section 12.1 shall be determined by, and subject to the exclusive jurisdiction of, the federal and state courts in [Name of County or City], and the parties agree to the personal and exclusive jurisdiction of these courts. The parties hereby agree that any such court shall be a proper forum for the determination of any dispute arising hereunder and waive any defenses based upon inconvenient forum or jurisdiction. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO ANY CLAIM OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT OR ANY STATEMENT OF WORK

12.3. In the event that either party institutes any legal suit, action or proceeding against the other party arising out of or relating to any Dispute, the prevailing party in the suit, action or proceeding shall be entitled to receive in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action or proceeding, including reasonable attorneys' fees and expenses and court costs.

13. LIMITATION OF LIABILITY.

13.1 EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR A BREACH OF SECTION 4 OR 5, OR WITH RESPECT TO ANY OBLIGATION UNDER SECTION 7, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER ENTITY FOR LOST PROFITS, LOST BUSINESS OPPORTUNITIES OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS BY ANYONE OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF WARRANTY, BREACH OF CONTRACT, REPUDIATION OF CONTRACT, NEGLIGENCE OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ENTREPRENEUR'S AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY STATEMENT OF WORK, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO FREELANCER PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. The essential purpose of this provision is to limit the potential liability of the parties arising out of this Agreement or a Statement of Work whether for breach of contract, negligence, or otherwise. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

13.2 Loom shall have no responsibilities, obligations or liabilities of any kind with respect to, or in connection with, this Agreement. Each party shall indemnify Loom for all claims, losses, damages, liabilities, including legal fees and expenses, arising, directly or indirectly, out of or in connection with this Agreement.

14. MISCELLANEOUS

14.1. This Agreement shall be governed and construed in accordance with the laws of the United States and the laws of the state in which Entrepreneur's principal office is located, without regard its conflict-of-laws rules. The parties disclaim the United Nations Convention on Contracts for the International Sale of Goods, which shall not apply to this Agreement, any Statement of Work or the parties' performance hereunder.

14.2. In the event that any provision of this Agreement shall be adjudged illegal or otherwise unenforceable, such provision shall be severed and the balance of this Agreement shall continue in full force and effect.

14.3. The waiver by Entrepreneur of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any other breach.

14.4. Freelancer shall not assign, by operation of law or otherwise, this Agreement or any Statement of Work, and/or the performance of any of the Development Services without the prior written consent of Entrepreneur.

14.5. Each party acknowledges that if the other party were to breach the terms of Sections 4, 5, 7, or 8, the harm to such other party would be irreparable. Accordingly, each party agrees that in the event of any such breach, such other party shall be entitled to obtain injunctive relief without posting a bond.

14.6. Except as provided in Section 12.2, the rights and remedies of the parties hereunder shall not be exclusive, and are in addition to any of other rights provided by this Agreement or by law.

14.7. This Agreement and each Statement of Work are the entire agreement of the parties with respect to the performance of professional services by Freelancer for and on behalf of Entrepreneur. Any additional terms or any modification to this Agreement shall not be binding on either party unless in a writing duly signed by the party to be charged.

14.8. Entrepreneur shall not import, export, re-export, or transfer, directly or indirectly, any part of the Work Product or any underlying intellectual property, information or technology except in full compliance with all United States, foreign and other applicable export control laws and regulations.

14.9. Freelancer shall adhere to all applicable export laws and regulations and shall not export or re-export or otherwise transmit, directly or indirectly, any information or products except with the applicable government export approvals or permits.

14.10. No publicity releases (including news releases and advertising or solicitation materials) or other public statements relating to this Agreement or the Development Services to be performed hereunder shall be issued or made by either party without the prior written approval of the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

For Entrepreneur
[Insert Name]

For Freelancer
[Insert Name]

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

Statement of Work

This Statement of Work (“**SOW**”) is pursuant to and in accordance with the terms and conditions set forth in the Development Agreement (the “**Agreement**”) dated as of [_____] between [Company] (“**Entrepreneur**”) and [Independent Contractor] (“**Freelancer**”). All capitalized terms not otherwise defined herein will have the meaning ascribed to them in the Agreement.

A. Scope of Services.

[Describe scope of work generally], [including, without limitation:

[add details, including any applicable project milestones, deadlines, completion standards, etc.]

If the parties wish to modify the Scope of Work, Freelancer and Entrepreneur shall agree in writing (by email or otherwise) on the scope of work modifications (“**SOW Modifications**”), and the related fees and expenses. The terms and conditions of the Agreement and this SOW shall apply to any such SOW Modifications unless otherwise reflected in a separate SOW executed by the parties.

B. Fees.

As full compensation for the Development Services and Work Product provided pursuant to the Agreement and this SOW, Entrepreneur shall pay Freelancer [the rate of **\$TBD** per hour][equity, project fee, fee schedules, milestone fees, etc.] (the “**Fees**”).

[In addition, Entrepreneur shall pay all reasonable out-of-pocket expenses incurred in connection with the performance of the Development Services and delivery of the Work Product to the extent approved in advance by Entrepreneur.]

C. Payment Terms.

Entrepreneur shall pay all invoices within [___] business days after receipt of the applicable invoice.

If there is any dispute regarding an invoice, the parties shall work in good faith to resolve the dispute as soon as possible.

[D. Acceptance.

Freelancer shall provide Entrepreneur with a reasonable opportunity to inspect the Work Product at each milestone (if applicable) and upon completion of the Development Services for conformity with the requirements set forth in this SOW and Entrepreneur’s specifications, at Entrepreneur’s reasonable discretion. Entrepreneur shall promptly provide Freelancer with its evaluation of all such Work Product, and in the event of any deficiencies, Freelancer shall promptly correct such deficiencies. Upon correction of such deficiencies as determined by Entrepreneur, Entrepreneur shall provide Freelancer with written notice that it has accepted the Work Product at a milestone and/or at completion (“**Acceptance**”). The parties shall continue this process until Acceptance has been achieved.]

[E. Contract Manager.

Freelancer shall appoint a primary contact to act as its authorized representative with respect to all matters pertaining to this SOW (the “**Contract Manager**”). Freelancer shall not change the Contract Manager without the prior written consent of Entrepreneur, which consent shall not be unreasonably withheld.]

[F. Additional Terms and Conditions.

Add any additional terms and conditions (which could be modifications to the terms in the main part of the Agreement) or delete this Section F]

For Entrepreneur
[Insert Name]

For Freelancer
[Insert Name]

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____