DesignWorks Studio LLC
123 Market Street, Suite 200
New York, NY 10001

and

Sofia Martinez
456 Brookline Ave
Brooklyn, NY 11211

Effective Date: April 15, 2025
Contract Type: Freelance UX Design Services Agreement

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1. Scope of Work

Sofia Martinez ("Designer") agrees to provide UX and UI design services to DesignWorks Studio LLC ("Company"), including but not limited to:

- Wireframes and high-fidelity mockups for Company's SaaS dashboard product.

- Usability testing and feedback reports.

- Brand-aligned style guide for digital assets.

Deliverables shall be submitted in **Figma** and **PDF export** formats.

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2. Term

This Agreement shall commence on April 15, 2025 and continue for six (6) months, unless terminated earlier under Section 7.

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3. Compensation

- **Hourly Rate:** $85/hour, invoiced monthly.

- **Maximum Hours:** 100 hours/month without prior written approval.

- **Payment Terms:** Net 30 days from receipt of invoice.

- **Late Payment:** 1.5% monthly interest on overdue balances.

4. Intellectual Property

All designs, prototypes, and related works created by Designer under this Agreement shall be deemed **"Work for Hire"** and owned exclusively by the Company. Designer may display completed works in her personal portfolio **only after public release** by the Company.

5. Confidentiality

Designer shall not disclose any trade secrets, user data, or proprietary business information of the Company, both during and after the engagement.

6. Independent Contractor

Designer is engaged as an **independent contractor**, not as an employee. Nothing herein creates an employer–employee relationship, joint venture, or partnership. Designer is responsible for her own taxes, insurance, and business licenses.

7. Termination

Either party may terminate this Agreement with **30 days written notice**.
 The Company may terminate immediately for **breach of confidentiality, fraud, or gross negligence**.

Upon termination, Designer shall deliver all completed work to date and Company shall pay for all hours approved up to the termination date.

8. Non-Solicitation

Designer agrees not to solicit the Company's employees or contractors for a period of **six (6) months** following termination of this Agreement.

9. Dispute Resolution

Any disputes arising under this Agreement shall first be mediated in New York, NY. If mediation fails, the matter shall be submitted to binding arbitration in New York under the rules of the American Arbitration Association.

10. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions, agreements, or representations.

Signed:

Sofia Martinez

Authorized Representative, DesignWorks Studio LLC