

TEMPLATE NOTICE (NOT LEGAL ADVICE)

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CONTRACT BEGINS HERE:

[Company Name Here] – Independent Contractor Agreement

This Independent Contractor Agreement (“**Agreement**”) is made as of _____ (the “Effective Date”) by and between:

[**COMPANY**], a corporation incorporated under the laws of Canada, with its registered office at [**COMPANY ADDRESS**], (“Company”), and _____, residing at _____ (“Contractor”).

Company and Contractor are each a “Party” and together the “Parties”.

1) Services

1.1 Engagement: Contractor will provide art and related services described in **Schedule A** (“Services”).

1.2 Deliverables: Contractor will produce the deliverables listed in **Schedule A** (“Deliverables”).

1.3 Acceptance: **Company** will have up to [**X business days**] to review each Deliverable and either:

(a) accept it, or

(b) provide written notice that it does not conform to the applicable Deliverable Order **(A3)**, describing the nonconformity. **If the Deliverable does not conform to the Deliverable Order, Contractor will correct the nonconforming aspects at no additional charge** and re-deliver within a mutually agreed timeframe in writing. **Any changes or additions to the Deliverable Order requested by Company after work begins** including style changes not required to meet the Deliverable Order, **are billable** and require a written Deliverable Order amendment specifying

(i) revision scope, (ii) revision fee, and (iii) updated delivery date.

Company will not unreasonably withhold acceptance once the Deliverable conforms to the Deliverable Order.

2) Term

2.1 Term: This Agreement begins on the Effective Date and continues until the earlier of:

(i) **[X days/years/months] after the Effective Date** or

(ii) completion of the Services as defined in **Section 2.2**, unless terminated earlier under **Section 10**.

2.2 Services are deemed completed upon the earliest of:

(a) delivery and acceptance of the Minimum Scope in **Schedule A**, or

(b) the public commercial release of the Project, or

(c) **Company's** written notice that no further Deliverables are required.

2.3 Extension of Term: Agreement can be amended to extend the term end date if both parties consent.

3) Independent Contractor Relationship

3.1 Independent Contractor: Contractor is an independent contractor and not an employee, partner, agent, or joint venturer of **Company**.

3.2 No Benefits: Contractor is not entitled to any Company benefits, including vacation pay, health benefits, retirement benefits, workers' compensation coverage, or unemployment insurance.

3.3 Control: Contractor controls the manner, means, **time, and place** of performing the Services, subject to deadlines and specifications in **Schedule A**, and may perform the Services for other clients during the Term.

3.4 Taxes: Contractor is solely responsible for all taxes, filings, and withholdings arising from payments under this Agreement. **Company** will not withhold payroll taxes unless required by law.

3.5 Invoices: Contractor will be responsible for invoicing **Company per Deliverable or milestone** with sufficient detail. Payment due **a maximum of [X days]** from receipt. **Section 3.5** applies to Deliverable fees; royalty payments follow **Schedule B**.

3.6 Exclusivity: Contractor is not required to provide services exclusively to **Company** during the term of this agreement.

3.7 No Partnership: Contractor has no authority to bind **Company**.

3.8 Tools & Expenses: Contractor will supply Contractor's own tools, equipment, workspace, and internet required to perform the Services, and will bear Contractor's own operating expenses, except as expressly approved under **Section 4.3**.

3.9 Insurance: Contractor is responsible for maintaining any insurance Contractor deems appropriate including health, disability, and liability coverage and acknowledges **Company** does not provide such coverage.

4) Compensation

4.1 Fees: **Company** will pay Contractor in accordance with **Section 3.5 and Schedule B**, as applicable.

4.2 Currency and Payment: All payments will be made in **[CURRENCY ISO 4217]** by **electronic transfer** to an account designated by Contractor. **Company** will cover **transaction fees charged to Contractor** for such payments and will not deduct such fees from amounts owed.

4.3 Expenses: No expenses reimbursed unless pre-approved in writing.

5) Confidentiality and Non-Disclosure

Confidential Information is defined as any non-public info about the game, code, designs, assets, pipelines, story, business plans, pricing, builds, tools, and any materials marked or reasonably understood to be confidential.

5.1 Contractor is Obligated to:

- (a)** Use **Confidential Information** only to perform Services.
- (b)** Not disclose **Confidential Information** to third parties.
- (c)** Protect **Confidential Information** using reasonable care.

5.2 Exclusions: Confidential Information does not include info that Contractor can prove: was publicly known through no breach; was already known lawfully; was independently developed without using Confidential Information; or was received lawfully from a third party without duty.

5.3 Permitted Disclosure: Contractor may disclose **Confidential Information** if required by law or court order, **after** giving **Company** prompt notice if legally allowed so **Company** can seek protection.

5.4 Return or Destruction: On request or termination, Contractor will return or destroy **Confidential Information**, including copies, except routine backups.

5.5 Portfolio Use: Contractor may not publicly display Deliverables or reference the Project until **Company gives written permission** or **until the Project is made publicly available**, and then only using materials approved by **Company**.

5.6 Confidentiality Term: Contractor's obligations under this **Section 5** apply during the Term and continue for **[X years]** after termination or expiration of this Agreement. Notwithstanding the foregoing, trade secrets including source code, tools, pipelines, unpublished builds, credentials, and non-public financial and business information remain confidential for as long as they remain trade secrets under applicable law.

5.7 No Publicity. Contractor will not publicly announce or imply any relationship with **Company** or the Project, or use **Company's** name or logos, without **Company's** prior written consent.

6) Intellectual Property; Work Made for Hire; Assignment

6.1 Company IP: **Company** retains all right, title, and interest in its pre-existing IP, tools, and materials ("Company IP").

WARNING: WORK MADE FOR HIRE DOCTRINE MAY DIFFER COUNTRY TO COUNTRY

6.2 Work Made for Hire (WHERE THIS IS APPLICABLE): To the maximum extent permitted by **[the law you're relying on for "work made for hire"]**, Deliverables created under this Agreement are intended to be "work made for hire" for **Company**.

6.3 Assignment [FALLBACK CLAUSE]: To the extent any Deliverable is not a “work made for hire,” Contractor hereby **irrevocably assigns to Company** all worldwide right, title, and interest, including all copyrights and other intellectual property rights, in and to each such Deliverable upon **Company’s** payment of the applicable fees for that Deliverable, in any and all media now known or later devised, including all renewals and extensions.

6.4 Further Assurances: Contractor will sign additional documents reasonably needed to confirm **Company’s** ownership.

6.5 Moral Rights: Contractor waives moral rights to the Deliverables to the fullest extent allowed by applicable law.

6.6 Contractor Background Materials. Contractor retains ownership of any pre-existing materials developed independently of this Agreement (“Background Materials”). To the extent Background Materials are incorporated into a Deliverable, Contractor grants **Company** a perpetual, worldwide, royalty-free license to use, reproduce, modify, distribute, publicly display, and otherwise exploit such Background Materials as part of the Deliverable.

7) External Tools; Third-Party Materials; Generative AI

7.1 Contractor Tools: Contractor may use Contractor’s pre-existing tools, workflows, and know-how. To the extent any Contractor tools or Background Materials are embedded in a Deliverable, Contractor grants **Company** a perpetual, worldwide, royalty-free license to use, reproduce, modify, distribute, publicly display, and otherwise exploit such embedded elements **solely as part of the Deliverable** and as necessary to exploit the Deliverable.

7.2 Contractor Will Not Include Any Third-Party Materials Unless:

(a) The material is identified in the applicable Deliverable Order **(A3)** or otherwise approved by **Company** in writing;

(b) Properly licensed for **Company’s** intended commercial use;

(c) Provided to **Company** with proof of license and attribution requirements, if any.

7.3 Definition of Generative AI Output: “Generative AI Output” means any material generated primarily by a machine learning or generative model trained on third-party data, including any derivative output intended to substitute for human created artwork.

7.4 Generative AI Prohibition: Contractor will not use Generative AI Output in Deliverables. Any Deliverable containing Generative AI Output constitutes a **material breach** and **Company** may terminate under **Section 10.2**. Contractor represents that Deliverables contain no Generative AI Output and that no generative AI tools were used to create final pixel art, concept art, or animation frames.

8) Warranties

8.1 Contractor Represents and Warrants:

- (a) Deliverables are original and do not knowingly infringe any third-party rights;
- (b) Contractor has the right to enter this Agreement and grant the rights herein;
- (c) Contractor will comply with applicable laws;
- (d) No malware or hidden harmful code is included in delivered files.

8.2 Remedy: If any Deliverable is alleged to infringe, Contractor will promptly, at **Company's** option:

- (a) replace it with non-infringing work meeting the applicable Deliverable Order (**A3**) at no additional charge, or
- (b) refund amounts paid for the infringing Deliverable within [**X days**] after **Company** notifies Contractor in writing of the claim.

8.3 Indemnity: Contractor will indemnify and hold harmless **Company** from third-party claims, damages, and reasonable legal fees arising from breach of the warranty or unauthorized third-party material included by Contractor.

8.4 Injunctive Relief: Contractor acknowledges that breach of **Section 5, Section 6, or Section 7** may cause irreparable harm and **Company** may seek injunctive relief or other equitable relief in addition to other remedies.

9) Limitation of Liability

9.1 No Consequential Damages: Except for,

- (a) breach of **Section 5**,
- (b) breach of **Section 6**, or
- (c) obligations under **Section 8.3**, neither Party will be liable for any indirect, incidental, special, consequential, or punitive damages.

9.2 Cap: Except for the items listed in **Section 9.1** and for willful misconduct or fraud, each Party's total liability arising out of or relating to this Agreement will not exceed the total

Deliverable fees paid by **Company** to Contractor during the **[6 months]** immediately preceding the event giving rise to the claim.

9.3 Copyright Infringement: Contractor will be responsible for costs and liabilities to the extent arising from Contractor's breach of **Sections 7 and 8**, including third-party claims for infringement due to unlicensed materials, and this responsibility is not limited by **Section 9.2**.

10) Termination

10.1 For Convenience: Either Party may terminate with **[X days']** written notice.

10.2 For Cause: Either Party may terminate for **material breach** if the breach is not cured within **[10 days]** after written notice. **Company may terminate immediately** for breach of **Section 5, Section 6, Section 7.4, or Section 10.7**.

10.3 Effect: **Company** will pay for accepted Deliverables completed up to the termination date in accordance with **Schedule B**. Upon request, Contractor will deliver to **Company** all work product for which **Company** has paid, including partially completed work, source files, and exports. Sections intended to survive termination including **Sections 5, 6, 7, 8, 9, 10, and Schedule B royalty or audit terms as applicable**, remain in effect **following termination**.

10.4 Communication: Contractor will respond to **Company** communications within **[X business days]**. If Contractor is unresponsive for **[X consecutive business days]** without prior notice or emergency explanation, **Company** may issue a written notice of breach. If unresponsiveness continues for an additional **[X days]** after notice, **Company** may terminate for cause under **Section 10.2**.

10.5 Royalty Eligibility Conditions: Contractor is eligible for royalties only if Contractor:

1. Completes the Minimum Scope listed in **Schedule A** by the applicable dates or as amended in writing, and
2. Is not terminated for cause under **Section 10.2**, and
3. Remains in compliance with **Section 5 and Section 6**.

If Contractor terminates for convenience before completing Minimum Scope outlined in **Schedule A**, Contractor forfeits future royalties unless **Company** agrees in writing otherwise.

A **material breach** of **Section 5, Section 6, or Section 7** after completion of Minimum Scope outlined in **Schedule A** will terminate future royalty eligibility.

10.6 Effect of Termination for Cause: If **Company** terminates this Agreement for cause **(10.2)**, Contractor's right to future royalties immediately terminates; however, **Company** remains obligated to pay for accepted Deliverables completed prior to termination.

10.7 Professional Conduct: Contractor will communicate and conduct themselves in a professional manner. Harassment, threats, hate based conduct, or abusive behaviour toward **Company** personnel or other contractors constitutes a **material breach**. **Company** may terminate immediately under **Section 10.2** for breach of this **Section 10.7**.

11) Cross-Border Tax and Compliance

11.1 Principal Place of Work: Contractor performs Services from the **[CONTRACTOR COUNTRY OF WORK]** unless otherwise agreed in writing.

[WARNING: THIS MUST BE ADJUSTED TO WHEREVER YOU OPERATE FROM

11.2 Work in Canada: If Contractor performs Services **in Canada at any point during the agreement term**, the Parties will cooperate on any required Canadian non-resident tax, withholding, or reporting compliance.

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11.3 Tax Responsibility: Contractor is solely responsible for reporting and paying all **[COUNTRY OF CONTRACTOR ORIGIN]** taxes arising from amounts received under this Agreement. **Company** will not withhold taxes except as required by applicable law.

11.4 Information Requests: Contractor will provide reasonable information including residency or withholding documentation requested by **Company** to support compliance, and **Company** may rely on such documentation.

11.5 Statements and Reporting: **Company** may provide payment statements or reports reflecting amounts paid under this Agreement, including royalties, as required by applicable law.

12) Governing Law; Dispute Resolution

[WARNING: ADJUST THIS TO YOUR LOCAL JURISDICTION

12.1 Governing Law: This Agreement is governed by the laws of the **Province of Ontario** and the federal laws of **Canada** applicable therein, excluding conflict of law rules.

12.2 Forum: The Parties **attorn to the exclusive jurisdiction** of the courts located in **Ontario, Canada**, and agree that any proceeding arising out of or relating to this Agreement will be brought exclusively in such courts. Each Party waives any objection that such courts are an inconvenient forum.]

13) Miscellaneous

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WARNING: ADJUST AT UR DISCRETION, THIS CONSTITUTES WHAT IN WRITING MEANS

13.1 Notices: Notices must be in writing and may be sent by **email, courier, or Discord direct message in the Parties' agreed project server**. Email notices are deemed given when sent to the notice address listed below provided no bounce-back is received. Courier notices are deemed given upon delivery. Discord notices are deemed given when sent, provided the sending Party retains reasonable evidence of delivery, such as screenshots or message links. Notices to **Company** must be sent to **[COMPANY@gmool.coom]**. Notices to **Contractor** must be sent to **[Contract@gmool.coom]**.

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13.2 Assignment: Contractor may not assign without **Company** consent. **Company** may assign to an affiliate or acquirer.

13.3 Entire Agreement: This Agreement and schedules are the entire agreement between **Company** and Contractor, and supersede prior discussions.

13.4 Amendments: Must be in writing signed by both Parties. For clarity, Deliverable Orders and approvals under **Schedule A** may be made as set out in **Schedule A** and do not require formal signature.

13.5 Severability: Invalid provisions are severed; remainder stays effective.

13.6 Counterparts; Electronic Signatures: This Agreement may be executed in counterparts and by electronic signature such as PDF, each of which is deemed an original.

13.7 Non-Disparagement: During the Term and for **[X years]** thereafter, neither Party will knowingly make false statements that materially disparage the other Party or its products. This does not restrict truthful statements required by law or statements made in legal proceedings.

Schedule A – Statement of Work

A1. Project Name: Project development codename is **[PROJECT_CODE_NAME]** (the "Project")

A2. Nature of Work: Contractor will create pixel art and concept work as requested by **Company** through Deliverable Orders.

A3. Deliverable Specification: Before Contractor begins work on any Deliverable, the Parties will agree in writing on:

- (a) description and references,
- (b) technical specifications such as format, resolution, layers, and source files,
- (c) price,
- (d) deadline or milestone date, and
- (e) acceptance criteria. That written specification becomes a Deliverable Order and is incorporated into this Agreement.

A4. Deliverable Acceptance: Upon receiving Deliverables from Contractor **Company** will accept only Deliverables that meet the Deliverable Specification **(A3)** outlined by both parties prior to delivery. **Company** considers only accepted Deliverables payable. Any change in scope or specifications requires an updated Deliverable Order pursuant to **(A3)**. Review and acceptance will follow the timelines outlined in **Section 1.3**.

A5. Minimum Scope Deliverables Required:

- SCOPE ITEM ONE
- SCOPE ITEM TWO
- ETC.

A6. Revisions: Revisions will be handled as set out in **Section 1.3** and the Deliverable Order.

A7. Milestones: The Parties will agree in writing to a delivery date for each Deliverable or milestone.

A8. Extension Requests: Contractor may request an extension before the due date, stating the reason and a proposed new date. **Company** may approve or reject in its discretion.

A9. Asset Disclosure and Source Files: Each Deliverable must be delivered with the final exported files **and** the editable source files reasonably necessary to modify and implement the Deliverable, as specified in the Deliverable Order **(A3)**.

A10. Written Approvals and Deliverable Orders: The Parties may approve Deliverable Orders **(A3)**, deadlines, prices, and revisions in writing via email or Discord direct messages in the Parties' Project communications channel. File delivery via Google Drive links is acceptable. The Parties will retain copies of such approvals.

Schedule B – Compensation

All following amounts are listed in **[CURRENCY ISO 4217]**. All Deliverables can be subject to further negotiation contingent on revisions, and changes of scope in complexity. All price revisions must be consented on by both parties before an amendment can be made.

Flat Fee per Deliverable:

- **PRICE FOR DELIVERABLE ONE**
- **PRICE FOR DELIVERABLE TWO**
- **ETC.**

Net Receipts is defined as money actually received by **Company** from storefronts and payment processors for the Project, **minus** platform and store fees, refunds, chargebacks and chargeback fees, sales taxes or VAT or GST collected and remitted, payment processor fees, and any withholding taxes or amounts withheld by a platform or payment processor that reduce amounts actually received by **Company**

Unit is strictly defined as a single physical copy, digital copy or digital license sold of the final release game derived from **the Project**.

B1. Royalty: **Company** will pay Contractor **[% royalty]** of **Net Receipts** attributable to the Project for **[X YEARS/DAYS/MONTHS/ETC.]** beginning on the public release date.

B2. Reporting and Payment: Reports and payments monthly, paid within **[X days]** after month-end. Reports will include at least units, refunds, **Net Receipts**, and royalty amount.

B3. Bundles: If the Project is sold as part of a bundle containing other products, **Net Receipts** attributable to the Project will be the amount allocated to the Project in the applicable storefront or platform settlement reports. If no allocation is provided, **Net Receipts** will be allocated pro rata based on the standalone list prices of the included products at the time of sale or another method mutually agreed in writing.

B4. Subscription or Library Services: **Net Receipts** includes amounts actually received by **Company** from subscription, cloud, or game library services to the extent such amounts are consideration for making **the Project** available or played through the service. Amounts paid solely for marketing placements or unrelated promotional services are excluded unless the Parties agree prior in writing.

B5. Excluded Revenue: **Net Receipts** excludes revenue from merchandise, brand or sponsorship deals, adaptations, and any products other than the base game listed in Schedule B including DLC, expansions, and sequels. The Parties can amend this Agreement in writing to include them if required in the foreseeable future.

B6. Free Copies and Keys: No royalties are owed on keys or copies provided free of charge. Royalties apply to keys sold for consideration based on **Net Receipts** actually received.

B7. Audit: Contractor may audit royalty statements no more than once per year with **[X days']** notice. Audit will be conducted by an independent accountant under confidentiality obligations. Contractor bears costs unless the audit reveals an underpayment of more than **[% owed]**, in which case **Company** will reimburse reasonable audit costs. Audit is limited to books and records reasonably necessary to verify royalties for **the Project**.

B8. Rate Card: Schedule B lists estimated rates for common Deliverables. Final pricing for each Deliverable will be set in the applicable Deliverable Order outlined in **(A3)** agreed in writing by both Parties. In the event of a conflict, the Deliverable Order controls.

B9. Currency: All fees and royalties are calculated and paid in **[CURRENCY ISO 4217]**.

B10. Source Documents: Royalty calculations will be based on the amounts shown in the applicable platform settlement reports and amounts actually received by **Company**

B11. Conversion: Where platform reports provide **[CURRENCY ISO 4217]** amounts, those **[CURRENCY ISO 4217]** amounts will be used. If a platform reports in a non-**[CURRENCY ISO 4217]** currency, **Company** will convert using the conversion rate shown in the platform settlement report for that period; if none is provided, **Company** will use the bank rate applied to the deposit received.

By signing this agreement, both parties fully agree and consent to the conditions listed in this agreement and schedules.

Contractor Signature: _____ Date: _____

Company Authorized Signature: _____ Date: _____
