

# INDEPENDENT CONTRACTOR AGREEMENT

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This Independent Contractor Agreement ("Agreement") is entered into as of \_\_\_\_\_ ("Effective Date")

**BETWEEN:**

**Company:**

One In The Hand, LLC  
[Address]  
("Company" or "OITH")

**AND**

**Contractor:**

Name: \_\_\_\_\_

**Address:** \_\_\_\_\_

**Email:** \_\_\_\_\_

("Contractor")

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## 1. ENGAGEMENT

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**1.1** The Company engages the Contractor, and the Contractor agrees to perform, the services described in **Exhibit A** ("Services").

**1.2** The Contractor shall perform the Services in a professional and workmanlike manner.

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## 2. TERM

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**2.1** This Agreement shall commence on the Effective Date and continue until:

- Completion of the Services described in Exhibit A
- \_\_\_\_\_ (specific end date)
- Terminated by either party with \_\_\_\_\_ days written notice

**2.2** Either party may terminate this Agreement immediately for material breach.

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## 3. COMPENSATION

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### 3.1 Payment Terms:

- Fixed Fee: \$\_\_ for complete project
- Hourly Rate: \$\_\_ per hour
- Monthly Retainer: \$\_\_ per month
- Other: \_\_\_\_\_

### 3.2 Payment Schedule:

- Upon completion
- Net 15 days from invoice
- Net 30 days from invoice
- Milestone-based (see Exhibit A)
- Other: \_\_\_\_\_

### 3.3 Expenses:

- No expense reimbursement
- Pre-approved expenses reimbursed with receipts
- Expenses up to \$\_\_\_\_\_ reimbursed without approval

3.4 The Contractor is responsible for all taxes on compensation received.

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## 4. INDEPENDENT CONTRACTOR STATUS

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4.1 The Contractor is an independent contractor, not an employee, partner, or agent of the Company.

4.2 The Contractor shall:

- (a) Determine their own methods, hours, and work location;
- (b) Provide their own tools and equipment;
- (c) Be responsible for their own taxes, insurance, and benefits;
- (d) Not be entitled to employee benefits.

4.3 The Contractor may work for other clients, provided it does not conflict with obligations to the Company.

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## 5. INTELLECTUAL PROPERTY

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5.1 **Work Product.** All work product, deliverables, inventions, and materials created by the Contractor in performing the Services ("Work Product") shall be the sole and exclusive property of the Company.

**5.2 Assignment.** The Contractor hereby irrevocably assigns to the Company all right, title, and interest in and to the Work Product, including all intellectual property rights.

**5.3 Work Made for Hire.** To the extent permitted by law, all Work Product shall be considered "work made for hire" under copyright law.

**5.4 Assistance.** The Contractor agrees to execute any documents and take any actions necessary to effectuate the Company's ownership of the Work Product.

**5.5 Pre-Existing Materials.** The Contractor grants the Company a perpetual, royalty-free license to use any pre-existing materials incorporated into the Work Product.

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## 6. CONFIDENTIALITY

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**6.1** The Contractor agrees to keep confidential all Confidential Information of the Company.

**6.2** "Confidential Information" includes business plans, code, designs, user data, financial information, and any non-public information.

**6.3** The Contractor shall not use Confidential Information except to perform the Services.

**6.4** This confidentiality obligation survives termination for three (3) years.

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## 7. NON-COMPETE & NON-SOLICITATION

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### 7.1 Non-Compete (Optional):

- Not applicable
- During the term and for \_\_\_\_\_ months after, Contractor shall not work on a competing dating application.

### 7.2 Non-Solicitation:

During the term and for twelve (12) months after termination, the Contractor shall not:

- (a) Solicit the Company's employees or contractors;
  - (b) Solicit the Company's clients or customers.
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## 8. REPRESENTATIONS AND WARRANTIES

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### 8.1 The Contractor represents and warrants that:

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- (a) The Contractor has the right to enter into this Agreement;
  - (b) The Services will be performed in a professional manner;
  - (c) The Work Product will be original and will not infringe any third-party rights;
  - (d) The Contractor will comply with all applicable laws.
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## 9. INDEMNIFICATION

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The Contractor shall indemnify and hold harmless the Company from any claims, damages, or expenses arising from:

- (a) The Contractor's breach of this Agreement;
  - (b) The Contractor's negligence or willful misconduct;
  - (c) Any claim that the Work Product infringes third-party rights.
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## 10. LIMITATION OF LIABILITY

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**10.1** Except for breaches of confidentiality or IP provisions, neither party shall be liable for indirect, incidental, or consequential damages.

**10.2** The Company's total liability shall not exceed the amounts paid to the Contractor in the twelve (12) months preceding the claim.

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## 11. GENERAL PROVISIONS

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**11.1 Governing Law.** This Agreement shall be governed by the laws of [STATE].

**11.2 Entire Agreement.** This Agreement constitutes the entire understanding between the parties.

**11.3 Amendment.** This Agreement may only be modified in writing signed by both parties.

**11.4 Assignment.** The Contractor may not assign this Agreement without the Company's written consent.

**11.5 Notices.** All notices shall be in writing to the addresses above.

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## SIGNATURES

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### COMPANY:

One In The Hand, LLC

OITH Confidential - 4

By: \_\_\_\_\_

Name: Matthew Ross

Title: CEO & Managing Member

Date: \_\_\_\_\_

**CONTRACTOR:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

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## EXHIBIT A: SCOPE OF SERVICES

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**Description of Services:**

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**Deliverables:**

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M	D	D	Due Date	On

**Milestones (if applicable):**

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M	D	D	Payment

**Acceptance Criteria:**

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## **EXHIBIT B: COMPENSATION**

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**Rate/Fee:**

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**Payment Schedule:**

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**Expenses (if applicable):**

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