

INDEPENDENT CONTRACTOR AGREEMENT

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")

1. ENGAGEMENT

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.

2. TERM

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.

3. COMPENSATION

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.

4. INDEPENDENT CONTRACTOR STATUS

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.

5. INTELLECTUAL PROPERTY

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.

6. CONFIDENTIALITY

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.

7. NON-COMPETE & NON-SOLICITATION

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.

8. REPRESENTATIONS AND WARRANTIES

8.1 The Contractor represents and warrants that:

- (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.

9. INDEMNIFICATION

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.

10. LIMITATION OF LIABILITY

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.

11. GENERAL PROVISIONS

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.

SIGNATURES

COMPANY:

One In The Hand, LLC

By: _____

Name: Matthew Ross

Title: CEO & Managing Member

Date: _____

CONTRACTOR:

By: _____

Name: _____

Date: _____

EXHIBIT A: SCOPE OF SERVICES

Description of Services:

Deliverables:

	Del	Del	Due Date	on

Milestones (if applicable):

	M	Del	Dr	Dr	Payment

Acceptance Criteria:

EXHIBIT B: COMPENSATION

Rate/Fee:

Payment Schedule:

Expenses (if applicable):
