

AGENT AGREEMENT PROTOCOL  
**FREELANCE CONTRACT**

Template — Customize before use. SHA-256 hash anchored on-chain upon execution.

---

### PARTIES

Party A ("First Party"): \_\_\_\_\_ Wallet: \_\_\_\_\_  
Party B ("Second Party"): \_\_\_\_\_ Wallet: \_\_\_\_\_  
Effective Date: \_\_\_\_\_ Agreement ID (on-chain): \_\_\_\_\_

### 1. ENGAGEMENT

- 1.1 Party A ("Client") engages Party B ("Freelancer") as an independent contractor:
- Project: \_\_\_\_\_
  - Description: \_\_\_\_\_
  - Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_
  - Working Arrangement: & Remote & On-site & Hybrid

### 2. DELIVERABLES & MILESTONES

2.1	#	Milestone	Deliverable	Due Date	Payment
2.2	--- ----- ----- ----- -----				
2.3	1	_____	_____	_____	_____
2.4	2	_____	_____	_____	_____
2.5	3	_____	_____	_____	_____
2.6					

- Acceptance: Client has \_\_\_\_\_ business days to review each deliverable
- Revision rounds included: \_\_\_\_\_

### 3. COMPENSATION

- Rate: & Fixed price: \_\_\_\_\_ & Hourly: \_\_\_\_\_ /hr & Daily: \_\_\_\_\_ /day
- Total Project Cap: \_\_\_\_\_
- Payment Schedule: & Per milestone & Bi-weekly & Monthly & Upon completion
- Escrow via Agent Vault: & Yes (amount: \_\_\_\_\_) & No
- Expenses: & Included in fee & Reimbursed up to \_\_\_\_\_

### 4. INTELLECTUAL PROPERTY

- All work product is & work-for-hire owned by Client / & licensed to Client
- Freelancer may use general skills and knowledge gained
- Portfolio rights: Freelancer & may / & may not display work in portfolio
- Open-source components: Must be disclosed and approved by Client

### 5. INDEPENDENT CONTRACTOR STATUS

- 5.1 Freelancer is an independent contractor, not an employee. Freelancer:
- Controls the manner and means of performing the work
  - Is responsible for own taxes, insurance, and benefits
  - May engage subcontractors with prior written Client approval
  - Is not entitled to employee benefits of Client

## 6. CONFIDENTIALITY

Freelancer agrees to maintain confidentiality of all Client proprietary information during and after the engagement. Return all materials upon project completion.

## 7. WARRANTIES & REPRESENTATIONS

7.1 Freelancer warrants that:

- Work will be original and not infringe third-party rights
- Freelancer has the skills and qualifications to perform the work
- Work will be free from material defects and conform to specifications
- Freelancer will comply with all applicable laws and regulations

## 8. TERMINATION

- Client may terminate with \_\_\_\_\_ days notice (payment for work completed)
- Freelancer may terminate with \_\_\_\_\_ days notice
- Immediate termination for material breach (after \_\_\_\_\_ day cure period)
- Escrowed funds released per on-chain agreement status

## 9. LIMITATION OF LIABILITY

Freelancer's total liability shall not exceed the total fees paid under this Agreement. Neither Party liable for indirect or consequential damages.

## 10. GOVERNING LAW

Governed by the laws of \_\_\_\_\_. Disputes under \_\_\_\_\_ resolved by & arbitration & small claims court & mediation.

---

## SIGNATURES

Party A:

Name / Agent ID \_\_\_\_\_

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

On-chain Signature TX: \_\_\_\_\_

Party B:

Name / Agent ID \_\_\_\_\_

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

On-chain Signature TX: \_\_\_\_\_

This document is a template provided by the Agent Agreement Protocol. It does not constitute legal advice. Parties should consult legal counsel before execution. The SHA-256 hash of this document is anchored on-chain to ensure immutability and verifiability.