

FREELANCE AGREEMENT

Agreement Start Date: _____

Freelancer: Michael Douglas

Freelancer Email: starcorelabs@gmail.com

Company (or Individual): _____

Company (or Individual) Email: _____

The purpose of this agreement is to set forth the exclusive terms and conditions by which Company will utilize Freelancer's services.

In consideration of the mutual obligations specified in this Agreement, the parties, intending to be legally bound hereby, agree to the following:

1. Services. Company retains Freelancer, and Freelancer agrees to perform for Company, services set forth in THE BRIEF specific to this Agreement (the "Services"). THE BRIEF is attached at the end of this Agreement.

A quote will be provided based on the unique requirements of the Services requested, detailed in THE BRIEF.

2. Consideration / Compensation:

(a) In exchange for the performance of all Services to be rendered to Company (as determined by the Company), Company shall provide Freelancer, as full and complete compensation the sum of \$_____ to be paid in two installments. Half upfront and the final half upon sign off, acknowledging the completion of Services and this Agreement.

(b) Company agrees to make electronic payments for Services through PayPal or Square.

(c) Freelancer is not entitled to receive any other compensation or any benefits from Company. Except as otherwise required by law, Company shall not withhold any sums or payments made to Freelancer for social security or other federal, state, or local tax liabilities or contributions, and all withholdings, liabilities, and contributions shall be solely Freelancer's responsibility. Freelancer further understands and agrees that the Services are not covered under the unemployment compensation laws and are not intended to be covered by workers' compensation laws.

3. Nondisclosure:

(a) Freelancer understands that, in connection with its engagement with Company, it may receive, produce, or otherwise be exposed to Company's trade secrets, business, proprietary and/or technical information, including, without limitation, information concerning customer lists, customer support strategies, employees, research and development, financial information (including sales, costs, profits, and pricing methods), manufacturing, marketing, proprietary software, hardware, firmware, and related documentation, inventions (whether patentable or not), know-how, show-how, and other information considered to be confidential by Company, and all derivatives, improvements and enhancements to any of the above (including those derivatives, improvements and enhancements that were created or developed by Freelancer under this Agreement), in addition to all information Company receives from others under an obligation of confidentiality (individually and collectively "Confidential Information").

(b) Freelancer acknowledges that the Confidential Information is the Company's sole, exclusive and extremely valuable property. Accordingly, Freelancer agrees to segregate all Confidential Information from information of other companies and agrees not to reproduce any Confidential Information without Company's prior written consent, not to use the Confidential Information except in the performance of this Agreement, and not to divulge all or any part of the Confidential Information in any form to any third party, either during or after the term of this Agreement, except to Company employees and Freelancer Employees who need to know such Confidential Information in order to perform the Services. Freelancer shall require such Freelancer Employees to execute a non-disclosure agreement satisfactory to the Company before such Freelancer Employee is exposed to any Confidential Information. Upon termination or expiration of this Agreement for any reason, Freelancer agrees to cease using and to return to Company all whole and partial copies and derivatives of the Confidential Information, whether in Freelancer's possession or under Freelancer's direct control, including any computer access codes, and to arrange for the return of such materials by all Freelancer Employees.

(c) Freelancer shall not disclose or otherwise make available to Company in any manner any confidential and proprietary information received by Freelancer from third parties. Freelancer warrants that its performance of all the terms of this Agreement does not and will not breach any agreement entered into by Freelancer with any other party.

4. Indemnification / Release:

(a) During the term of this Agreement and after completed or terminated, Company shall indemnify, defend and hold harmless Freelancer from any claim, liability, loss, cost, damage, judgment, settlement or expense (including attorney's fees) resulting from or arising in any way out of injury (including death) to any person or damage to property arising in any way out of any act, error, omission or negligence on the part of Freelancer or any Freelancer Employee in the performance or failure to fulfill any Services or obligations under this Agreement.

(b) Company agrees, due to the digital nature of Deliverables, no refunds of any kind exists or will be given for Services rendered.

5. Copyright

(a) Freelancer shall not knowingly use any third-party copyrighted materials without prior written permission while providing Services.

(b) Company agrees that all resources and materials provided to Freelancer to aid in the performance of Services are either owned or licensed to Company for its use.

6. Termination:

(a) This Agreement shall be effective on the date hereof and shall continue until successfully completed or terminated early by either party with 15 business days prior written notice.

(b) Upon early termination of this Agreement, Company agrees to forfeit all payments made prior to termination of the agreement. Company accepts that no refunds of any kind will be provided.

(c) Upon receiving written notice of early termination from Company Freelancer will cease all Services and will electronically send existing Deliverables "As Is" to Company. This will conclude the early termination of this Agreement.

7. Independent Contractor:

(a) Company and Freelancer expressly agree and understand that Freelancer is an independent contractor and nothing in this Agreement shall be construed in any way or manner, to create between them a relationship of employer and employee, principal and agent, partners or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement. Accordingly, Freelancer acknowledges that Freelancer and Freelancer's Employees are not eligible for any Company benefits, including, but not limited to, health insurance, retirement plans or stock option plans. Freelancer is not the agent of Company and is not authorized and shall not have the power or authority to bind Company or incur any liability or obligation, or act on behalf of Company. At no time shall Freelancer represent that it is an agent of the Company, or that any of the views, advice, statements and/or information that may be provided while performing the Services are those of the Company.

(b) Freelancer is solely responsible for directing and controlling the performance of the Services, including the time, place and manner in which the Services are performed. Freelancer shall use its best efforts, energy and skill in its own name and in such manner as it sees fit.

8. Revisions and Changes:

(a) Company agrees to clearly define and write out its objective for this Freelance Agreement and the scope of Services required in THE BRIEF before Freelancer begins work. Company agrees that once Freelance begins work the scope of Services cannot be switched, changed, or added to without using a revision.

(b) Freelancer agrees to give Company 5 free revisions for minor changes to colors, fonts, placement of

components, and rewrites of text. Company agrees that any revisions over 5, major alterations, or requests outside the original agreed upon scope of Services will require a new Agreement with a new quoted cost.

9. Deliverables:

(a) Under this Agreement “Deliverables” will be defined as all digital source files, documents, and images created by Freelancer to be provided to Company for the completion of Services defined in THE BRIEF.

(b) Freelancer agrees to provide water-marked screenshots of documents and/or images during the “Work-In-Progress” phase if and/or when Company must make decisions regarding changes. And, for Company to provide approval of Deliverables before sign off and final payment.

(c) Freelancer hereby agrees to electronically send Deliverables to Company after sign off and confirmed final payment. Once Deliverables have been transferred to Company, Freelancer agrees not to retain Deliverables. Company agrees that storage of Deliverables will be their sole responsibility. Should Company lose or misplace Deliverables, Company must create a new agreement with Freelancer, or retain the services of others, to recreate Deliverables.

(d) The file types to be delivered will be in the following graphic formats:

- PSD - Photoshop Source File
- AI – Illustrator Source File
- SVG - Inkscape Source file and standard web graphic file format
- PNG – Standard graphic format
- JPG - Standard graphic format

10. Timeframe:

(a) The timeframe of Services to be completed will be set forth in THE BRIEF dependent upon the complexity of the Services requested and the needs of Company.

11. General:

(a) This Agreement does not create an obligation on Company to continue to retain Freelancer beyond this Agreement’s completion. This Agreement may not be changed unless mutually agreed upon in writing by both parties.

(b) Freelancer hereby agrees that each provision herein shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses herein.

(c) This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated herein.

(d) All notices provided for in this Agreement shall be given in writing and shall be effective when served by electronic email, addressed to the parties at their respective email addresses.

FREELANCER:

COMPANY

Signature

By: _____
Name: _____
Title: _____

AGREEMENT SIGN OFF:

The signature below from Company(or Individual) signifies the successful completion of the Services defined under this Agreement in THE BRIEF. Company accepts any future Services from Freelancer will require a new Agreement.

Company (or Individual) Signature: _____

THE BRIEF

1. Tell me about your business?

2. What industry are you in?

3. What is your goal for this project and how will you measure it?

4. Do you have examples or ideas in mind? Do you know what images sizes you need?

5. What is your ideal timeframe for this project?

6. Who are your customers?

7. What is your target market?

8. How do your customers find you?

9. Who is your competition?

10. What do they do that you like? Things you don't like?

11. Are there other people responsible for other pieces of this project?

12. If needed, who will provide resources for this project?

13. What previous design materials have you used, what do you like about them? What works?

14. What doesn't work?

15. Do you need to be able to make future changes yourself?

16. Where is the design to be delivered and to whom?

FREELANCE AGREEMENT SCOPE OF SERVICES

Company hereby retains Freelancer to perform for Company the following services: