

## Work for Hire Agreement

This Work for Hire Agreement (the “**Contract**”) is entered into \_\_\_\_\_  
(the “**Effective Date**”), by and between \_\_\_\_\_, with an address of  
\_\_\_\_\_ (the “**Client**”) and \_\_\_\_\_, with an address of  
\_\_\_\_\_, (the “**Service Provider**”), collectively “the **Parties.**”

1. **Services.** Client requests and Service Provider agrees to perform the following specific Services (the “**Services**”):

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2. **Compensation.** The Parties agree Service Provider will be compensated as follows:

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3. **Ownership of Work Product.** As a result of this Agreement, Service Provider will create Work Product, including, but not limited to, documents, presentations, reports and the like, physical and/or electronic. All Work Product shall be owned by Client. Service Provider does not maintain any rights to this Work Product and shall turn over all Work Product upon the termination of this Agreement.

4. **Term.** This Agreement shall commence upon the Effective Date, as stated above, and will continue until \_\_\_\_\_.

5. **Service Provider Relationship.** The Parties agree that Service Provider is providing the Services under this Agreement and acting as an independent contractor and not as an employee. This Agreement does not create a partnership, joint venture, or any other fiduciary relationship between Client and Service Provider.

6. **Confidentiality.** During the course of this Agreement, it may be necessary for Client to share proprietary information, including trade secrets, industry knowledge, and other confidential information, to Service Provider in order for Service Provider to complete the Services. Service Provider will not share any of this proprietary information at any time. Service Provider also will not use any of this proprietary information for his/her personal benefit at any time. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.

7. **Termination.** This Agreement may be terminated at any time by either Party upon written notice to the other party. Client will be responsible for payment of all Services performed up to the date of termination, except for in the case of Service Provider's breach of this Agreement, where Service Provider fails to cure such breach upon reasonable notice. Upon termination, Service Provider shall return all Client content, materials, and all Work Product to Client at its earliest convenience, but in no event beyond thirty (30) days after the date of termination.

8. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.

9. **Indemnity.** The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.

10. **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.

11. **Disclaimer of Warranties.** Service Provider shall complete the Services for Client's purposes and to Client's specifications. SERVICE PROVIDER DOES NOT REPRESENT OR WARRANT THAT SUCH SERVICES WILL CREATE ANY ADDITIONAL PROFITS, SALES, EXPOSURE, BRAND RECOGNITION, OR THE LIKE. SERVICE PROVIDER HAS NO RESPONSIBILITY TO CLIENT IF THE DELIVERABLES DO NOT LEAD TO CLIENT'S DESIRED RESULT(S).

12. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.

13. **Waiver.** The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

14. **Legal Fees.** In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.

15. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in the United States and throughout Europe. The Parties each represent that they have the authority to enter into this Agreement.

16. **Governing Law and Jurisdiction.** The Parties agree that this Agreement shall be governed by the State and/or Country in which both Parties do business. In the event that the Parties do business in different States and/or Countries, this Agreement shall be governed by \_\_\_\_\_ law.

17. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties. The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

**CLIENT:**

**SERVICE PROVIDER:**

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Signature]