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☒ I Agree (Client)

☒ I Agree (Contractor)

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Agreement for Contractor Services

This Agreement for Contractor Services ("Agreement") is entered into as of the last date the Agreement is signed by all Parties hereto (the "Effective Date"), between _____ with an address at [ADDRESS] ("Client"), and _____ with an address at [ADDRESS] ("Contractor"). Client and Contractor are individually referred to herein as a "Party" and collectively as the "Parties".

Parties agree that this Agreement does not change their obligation to follow The Starters [Terms of Service](#) that, in the event of a conflict, shall take precedence over the terms of this Agreement. The Parties also agree they are aware of and agree to abide by all applicable laws, rules, and regulations that apply to the Services (defined below) and this Agreement.

In consideration of the mutual promises and undertaking set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Services and Deliverables

1.1 Description of Services and Deliverables

Contractor agrees to perform the following services "Services" and provide the following deliverables "Deliverables" for Client in accordance with the terms of this Agreement (collectively, the Services and Deliverables shall be referred to herein as the "Project"):

[Services & Deliverables]

1.2 Acceptance of Deliverables

Client shall review, evaluate, and test (as applicable) the Deliverables and provide a reasonably detailed explanation of any defects in the Deliverables, if any, within 72 hours of delivery. Contractor shall use reasonable efforts to modify the Deliverables and re-submit the Deliverables to Client within 72 hours of receipt of a reasonably detailed explanation identifying the defects in the Deliverables. Client's failure to provide notice to Contractor within 72 hours of delivery shall be deemed as acceptance by Client of the Deliverables. Revisions to Deliverables are limited to satisfying the description of the Deliverables in Section 1. If Client requests revisions or changes outside the scope of the description of the Deliverables in Section 1, Contractor may charge additional fees.

2. Duration of Services

[Project Duration]

Note: Projects with variable hours and an uncertain completion date may include, in the description of Deliverables, an estimated Project end date and estimated timing to complete Deliverables.

3. Payment Terms

3.1 Fees

Contractor shall invoice Client for the Services and Deliverables, and Client shall pay Contractor in US dollars therefore,

[Payment Information]

Contractor shall submit invoices to Client through The Starters platform **[Invoicing Timing]**. Client shall pay Contractor the full amount due in each undisputed invoice within 7 days of receipt of such invoice. In the event of a disputed invoice, Client shall provide a reasonably detailed explanation of the dispute to Contractor within 72 hours of receipt of such disputed invoice. Contractor shall use reasonable efforts to modify such disputed invoice and re-submit a corrected invoice to Client within 72 hours of receipt of Client's reasonably detailed explanation of the dispute. Client's failure to dispute an invoice within 72 hours of receipt shall be deemed as acceptance by Client of such invoice. Contractor shall be paid within 7 days of payment by Client of each invoice, less third-party payment processing fees. Contractor shall not not work additional hours until Client pays all outstanding invoices.

3.2 Limitation of Liability

The Parties understand and agree that disputes regarding Services, Deliverables, fees, and payments are between the Parties and not Starters Talent, Inc. d/b/a The Starters. As such, each Party, individually, releases and holds harmless The Starters from any and all liability regarding or related to the Services, Deliverables, fees, and/or payments under this Agreement. Further, the Parties understand and agree that payment services are offered through a third-party payment processor on The Starters platform and that The Starters is not responsible for any issues or delays with the third-party payment processor. Each

Party, individually, releases and holds harmless The Starters from any and all liability regarding or related to the third-party payment processor.

4. Relationship Of The Parties

4.1 Contractor Relationship

Contractor is an independent contractor and nothing in this Agreement will be interpreted as establishing an employment or agency relationship between Client and Contractor. Contractor has no authority to bind Client by contract or otherwise. Contractor will perform Services under the general direction of Client, but Contractor will determine, in Contractor's sole and exclusive discretion, the manner and means by which Services are accomplished, subject to the requirement that Contractor will at all times comply with applicable laws, rules and regulations.

4.2 Taxes and Employee Benefits

Contractor is responsible for payment of all applicable taxes, fees, or any other amount owed to any government agency relating to amounts paid under this Agreement. Contractor will report to all applicable government agencies as income all compensation received by Contractor under this Agreement. Contractor will be solely responsible for payment of all compensation to all Contractor personnel, as well as for payment of all withholding taxes, social security, workers' compensation, unemployment and disability insurance, or similar items required by any government agency. Contractor personnel will not be entitled to any benefits paid or made available by Client to its employees, including, without limitation, any vacation, illness, insurance, stock, monetary plans, or benefits.

4.3 Liability Insurance

Contractor acknowledges that neither Client nor The Starters will carry any liability insurance benefitting Contractor, including without limitation general liability, worker's compensation, or unemployment insurance.

5. Ownership

5.1 Contractor Work Product

"Work Product" means and includes any and all Deliverables that Contractor provides to Client under this Agreement, including but limited to all inventions, products, designs, drawings, notes, documents, information, documentation, improvements, works of authorship, processes, techniques, know-how, algorithms, specifications, biological or chemical specimens or samples, hardware, circuits, computer programs, databases, user interfaces, encoding techniques, and other materials of any kind that Contractor may make, conceive, develop or reduce to practice, alone or jointly with others, in connection with performing Services, or that result from or that are related to such Services, whether or not they are eligible for patent, copyright, mask work, trade secret, trademark or other legal protection.

5.2 Ownership of Work Product

Upon full payment for the Project, Contractor agrees that all Work Product shall be the sole and exclusive property of Client as works made for hire and to the extent any of the Work Product is not deemed works made for hire, Provider hereby irrevocably transfers and assigns to Client, and agrees to irrevocably transfer and assign to Client, all right, title and interest in and to the Work Product, including all worldwide patent rights (including patent applications and disclosures), copyright rights, mask work rights, trade secret rights, know-how, and any and all other intellectual property or proprietary rights (collectively, "Intellectual Property Rights") therein. At Client's request and expense, during and after the term of this Agreement, Contractor will assist and cooperate with Client in all respects, and will execute documents, and will take such further acts reasonably requested by Client to enable Client to acquire, transfer, maintain, perfect and enforce its Intellectual Property Rights and other legal protections in and to the Work Product. Contractor hereby appoints the officers of Client as Contractor's attorney-in-fact to execute documents on behalf of Contractor for this limited purpose.

5.3 Pre-Existing IP

Contractor agrees not to use or incorporate into Contractor Work Product any intellectual property developed by any third party or by Contractor other than what is developed by Contractor in the course of performing Services for Client ("Preexisting IP") unless the Preexisting IP is identified and described in the Deliverables; provided that, (A) Contractor may use or incorporate into Contractor Work Product publicly available open source materials licensed under any of the following OSI-approved licenses: Apache License 2.0, BSD 2-Clause "Simplified" or "FreeBSD" License, BSD 3-Clause "New" or "Revised" License, and MIT License and other substantially similar OSI-approved licenses that (i) do not require, including as a condition of the use, modification or distribution of open source materials subject to such licenses, that other software used, combined or distributed with such open source materials, including the Work Product, (x) be disclosed, distributed or otherwise made available in source code form, (y) be licensed or otherwise made available for the purpose of making derivative works, or (z) be licensed or otherwise made available without cost (including for the purpose of distribution or making additional copies or derivative works), and (ii) do not otherwise restrict such Work Product from being freely used, distributed and otherwise exploited by the Client as contemplated by the license grant herein; and (B) the foregoing is conditioned on Contractor specifically identifying for the Client in writing all such open source materials, their applicable licenses, their source (e.g., project URL) and describing any modifications made with respect thereto. In the event Contractor uses or incorporates Preexisting IP into the Work Product, unless otherwise mutually agreed upon, Contractor hereby grants to Client a non-exclusive, worldwide, fully-paid and royalty-free, irrevocable, perpetual license, with the right to sublicense through multiple tiers of sublicensees, to use, reproduce, distribute, create derivative works of, publicly perform and publicly display in any medium or format, whether now known or later developed, such Preexisting IP incorporated or used in Work Product. Contractor shall confirm any licenses and if required, documentation relating to Preexisting IP are transferred to Client prior to payment by Client.

5.4 Moral Rights

To the fullest extent permitted by applicable law, Contractor also hereby irrevocably transfers and assigns to Client, and agrees to irrevocably transfer and assign to Client, and waives and agrees never to assert, all Moral Rights (as defined below) that Contractor or any Contractor personnel may have in or with

respect to any Work Product, during and after the term of this Agreement. "Moral Rights" mean any rights to claim authorship of a work, to object to or prevent the modification or destruction of a work, to withdraw from circulation or control the publication or distribution of a work, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is called or generally referred to as a "moral right."

5.5 Related Rights

To the extent that Contractor owns or controls (presently or in the future) any patent rights, copyright rights, mask work rights, trade secret rights, or any other intellectual property or proprietary rights that may block or interfere with, or may otherwise be required for, the exercise by Client of the rights assigned to Client under this Agreement (collectively, "Related Rights"), Contractor hereby grants or will cause to be granted to Client a non-exclusive, royalty-free, irrevocable, perpetual, transferable, worldwide license (with the right to sublicense) to make, have made, use, offer to sell, sell, import, copy, modify, create derivative works based upon, distribute, sublicense, display, perform and transmit any products, software, hardware, methods or materials of any kind that are covered by such Related Rights, to the extent necessary to enable Client to exercise all of the rights assigned to Client under this Agreement.

6. Confidential Information

6.1 For purposes of this Agreement, "Confidential Information" means and includes: (i) any information, materials, or knowledge regarding Client and its business, financial condition, products, programming techniques, customers, suppliers, technology or research and development that is disclosed to Contractor or to which Contractor has access in connection with performing Services; (ii) the Work Product; and (iii) the terms and conditions of this Agreement. Confidential Information will not include any information that: (a) is or becomes part of the public domain through no fault of Contractor; (b) was rightfully in Contractor's possession at the time of disclosure, without restriction as to use or disclosure; or (c) Contractor rightfully receives from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure. Contractor agrees to hold all Confidential Information in strict confidence, not to use it in any way, commercially or otherwise, except in performing the Services and providing the Deliverables, and not to disclose it to others. Contractor further agrees to take all actions reasonably necessary to protect the confidentiality of all Confidential Information including, without limitation, implementing and enforcing procedures to minimize the possibility of unauthorized use or disclosure of Confidential Information.

7. Warranties

7.1 Performance Standard

Contractor represents and warrants that Services will be performed in a thorough and professional manner, consistent with high professional and industry standards by individuals with the requisite training, background, experience, technical knowledge, and skills to perform the Services.

7.2 Non-Infringement

Contractor represents and warrants that the Work Product will not infringe, misappropriate, or violate the rights of any third party, including, without limitation, any Intellectual Property Rights or any rights of privacy or rights of publicity, except to the extent any portion of the Work Product is created, developed or supplied by Client or by a third party on behalf of Client.

7.3 Non-Solicitation of Personnel

During the term of this Agreement and for a period of one (1) year thereafter, Contractor will not directly or indirectly solicit the services of any Client employee or consultant for Contractor's own benefit or for the benefit of any other person or entity.

7.4 Agreements with Contractor Personnel

Contractor represents and warrants that all Contractor personnel who perform Services are and will be bound by written agreements with Contractor under which: (i) Contractor owns or is assigned exclusive ownership of all Work Product, including all Intellectual Property Rights therein; and (ii) Contractor personnel agree to limitations on the use and disclosure of Confidential Information no less restrictive than those provided in this Agreement.

8. Indemnity

Contractor shall defend, indemnify and hold Client harmless from and against all claims, damages, liabilities, losses, expenses, and costs (including reasonable attorneys fees and court costs) arising out of or resulting from: (a) any action by a third party against Client that is based on a claim that any Services or Deliverables, or the results of such Services or Deliverables (including any Work Product), or Client's use thereof, infringe, misappropriate or violate such third party's Intellectual Property Rights; and (b) any action by a third party against Client that is based on any negligent act or negligent omission of Contractor or any Contractor personnel and that results in: (i) personal injury (or death) or tangible or intangible property damage (including loss of use); or (ii) the violation of any statute, regulation or ordinance.

9. Term And Termination

9.1 Term

This Agreement will commence on the Effective Date and, unless terminated earlier in accordance with the terms of this Agreement, will remain in force and effect for as long as Contractor performs Services under this Agreement.

9.2 Termination for Cause

Either Party may terminate this Agreement if the other Party breaches any material term of this Agreement and fails to cure such breach within five (5) business days following written notice thereof from the non-breaching Party. Parties agree to discuss and attempt to resolve the dispute. If the Parties are unable to resolve the dispute within five (5) business days following written notice, the Parties agree to

submit the dispute for binding arbitration by the American Arbitration Association under its applicable rules as described below.

9.3 Termination of Variable Hour Agreement

Contractor may mark a Project as complete at any time by sending a final invoice to Client and thereby terminate this Agreement. Client may mark a Project as complete and thereby terminate the Agreement if there are no unpaid invoices.

9.4 Effect of Termination

Upon the expiration or termination of this Agreement (except for a Termination for Cause): (i) Contractor will promptly deliver to Client all Work Product, including all work in progress on any Work Product not previously delivered to Client, if any; and (ii) Contractor will promptly deliver to Client all Confidential Information in Contractor's possession or control.

9.5 Survival

All rights and obligations under this Agreement that are intended to survive termination or expiration shall survive the expiration or termination of this Agreement.

10. Dispute Resolution

If Parties are unable to resolve their dispute within 15 business days, as a final option, the Parties may then submit the dispute, at their own cost, for binding arbitration to the American Arbitration Association under its then-current applicable rules. If the Parties reside outside of the United States, the Parties agree to have the International Arbitration Rules of the International Centre for Dispute Resolution govern the arbitration. A judgment on the award of the arbitrator may be entered in any court having jurisdiction.

11. General

11.1 Assignment

Contractor may not assign or transfer this Agreement, in whole or in part, without Client's express prior written consent; provided, however, that Contractor may assign its rights and obligations under this Agreement without Client's consent if Contractor effects a corporate reorganization, consolidates with, or merges into, any person or transfer all or substantially all of its properties or assets to any person, but only to the extent that such assignment would not result in an impairment of the Client's rights under this Agreement. Any attempt to assign this Agreement, without such consent, will be void. Subject to the foregoing, this Agreement will bind and benefit the Parties and their respective successors and assigns.

11.2 No Election of Remedies

Except as expressly set forth in this Agreement, the exercise by either Party of any of its remedies under this Agreement will not be deemed an election of remedies and will be without prejudice to its other remedies under this Agreement or available at law or in equity or otherwise.

11.3 Equitable Remedies

Because the Services are personal and unique and because each Party will have access to Confidential information of the other Party, each Party will have the right to enforce this Agreement and any of its provisions by injunction, specific performance, or other equitable relief, without having to post a bond or other consideration, in addition to all other remedies that such Party may have for a breach of this Agreement at law or otherwise.

11.4 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, excluding its body of law controlling conflict of laws.

11.5 Severability

If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

11.6 Waiver

The failure by either Party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

11.7 Notices

All notices required or permitted under this Agreement will be in writing, will reference this Agreement, and will be deemed given: (i) when delivered to the email address associated with each Party; or (ii) three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid to the addresses listed in this Agreement.

11.8 Entire Agreement

This Agreement constitutes the complete and exclusive understanding and agreement of the Parties with respect to its subject matter and supersedes all prior understandings and agreements, whether written or oral, with respect to its subject matter. Any waiver, modification, or amendment of any provision of this Agreement will be effective only if in writing and signed by the Parties hereto.

11.9 Electronic Signatures

Unless prohibited by applicable law, the parties consent to use electronic signatures to execute this Agreement and agree that such signatures are valid and binding on the parties.

The authorized signatures of Client and Contractor below signify their understanding and voluntary acceptance of the terms of this Agreement.

CLIENT: _____

Signature:

Name:

Date:

CONTRACTOR: _____

Signature:

Name:

Date: