

# Subcontractor Contract Template

This Subcontractor Agreement, hereinafter referred to as "**Agreement**," is entered into and made effective as of the date set forth at the end of this document by and between the following parties:

1. [...], hereinafter referred to as "**Company**"

and

1. [name and details] hereinafter referred to as the "**Subcontractor**"

Company and Subcontractor may be referred to individually as "**Party**" and collectively as the "**Parties**."

**NOW THEREFORE IN CONSIDERATION** of the promises and the agreements, undertakings, and covenants are hereinafter written, the parties hereby mutually agree as follows:

1. **Status of the Subcontractor**

- a. It is the express intention of Company and Subcontractor that Subcontractor shall perform the Services as an independent contractor.
- b. Nothing in this Agreement shall in any way be construed to constitute Subcontractor as an agent, employee or representative of Company.
- c. Without limiting the generality of the foregoing, Subcontractor is not authorized to bind Company to any liability or obligation or to represent that Subcontractor has any such authority.
- d. It is understood by the parties that Company shall have the right at all times to appoint any other person to provide the same services offered by the Subcontractor under this Agreement provided that no service payment is due and paid in full to the Subcontractor.

1. **Statement of Services**

- a. Subcontractor will provide the following services (the "Services"), as per the requirements of the Company:

1. \_\_\_\_\_

1. \_\_\_\_\_

1. \_\_\_\_\_

1. \_\_\_\_\_

- a. Subcontractor shall comply with all laws, rules, regulations, and executive directives in the performance of this Agreement and in accordance with all of Company's policies and procedures.
- b. Subcontractor shall do whatever else is reasonably expected in order to perform their obligations under this Agreement.

**1. Remuneration for the Services**

- a. For the Services provided by the Subcontractor, Subcontractor shall be entitled to receive a remuneration of: \_\_\_\_\_
- b. The payment shall be made by Company within \_\_\_\_ days as of the completion of the Services in the account indicated by Subcontractor.

**1. Duration of the Agreement**

- a. This Agreement shall come into effect immediately on the date of signing the agreement and shall remain in full force and effect for the entire duration of the provision of the Services.
- b. Unless stated otherwise, Services shall be completed within \_\_\_\_\_ days/months as of the conclusion of this Agreement.
- c. The Agreement may be extended if both parties agree.

#### 1. **Non-compete**

- a. Subcontractor acknowledges that during his relationship with, or through his involvement as a contractor of the Company, Subcontractor has and will become familiar with trade secrets and other Confidential Information, and with investment opportunities relating to Company's businesses, and that Subcontractor's services have been and will be of special, unique and extraordinary value to the Company. Therefore, Subcontractor agrees that he will not directly or indirectly own, manage, control, participate in any company which constitutes or is competitive with any business conducted by Company.
- b. This non-compete clause shall be in effect for the entire duration of the collaboration of the Parties, as well as 3 (three) years after its termination for any reason.

#### 1. **Non-Circumvention**

- a. Subcontractor hereby agrees that it will not, directly or indirectly, contact, deal with or otherwise become involved with any client the Company introduced, without the specific written approval of the Company.

#### 1. **Ownership of work**

- a. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, or works of authorship developed or created by the Subcontractor during the course of performing any work for the clients of Company (collectively the "**Work Product**") shall belong exclusively to Company and shall, to the extent possible, be considered a work made for hire.

- b. The Subcontractor automatically assigns, and shall assign at the time of creation of the Work Product, without any requirement of further consideration, any right, title, or interest the Subcontractor may have in such Work Product, including any copyrights or other intellectual property rights pertaining thereto.
- c. Upon request of the Company, the Subcontractor shall take such further actions, including execution and delivery of instruments of conveyance, as may be appropriate to give full and proper effect to such assignment.

## 1. Confidentiality

- a. The term "Confidential Information" shall include any proprietary information, in whatever form, that:
  - i. is provided by Company to Subcontractor, including information regarding Company's businesses, finances, prospects, operations, products, employees, technologies, contact lists, and financial models (including not only written information but also information transferred verbally, visually, electronically, or by any other means); or
  - ii. concerns any sales that Subcontractor may aid and Company is fulfilling; or
  - iii. consists of analysis and/or any other internal non-redacted memoranda or other documents prepared by the Subcontractor derived from or including material portions of the Confidential Information.
- a. Each Party shall safeguard and keep confidential the Confidential Information obtained from the other Party and shall not disclose any Confidential Information to any other person or entity.
- b. Each Party shall refrain from using Confidential Information for any purpose other than those related to the activities they engage in while fulfilling their responsibilities and obligations under this Agreement.
- c. All such Confidential Information and any copies obtained thereof shall be returned to the other Party promptly upon their written request and shall not be retained in any form by the other Party.
- d. Each Party acknowledges and agrees that any use or disclosure of Confidential Information by the Party in a manner inconsistent with the provisions of this Agreement may cause another Party harm which will not be compensable by monetary damages alone and, accordingly, such other Party will, in addition to other available legal or equitable remedies, be entitled to seek an immediate injunction restraining the disclosing Party from committing or continuing to commit a breach. A Party may avail itself of injunctive relief in addition and without prejudice to any other remedies available to them.
- e. This section shall survive the termination or expiration of this Agreement.

## **1. Termination**

- a. This Agreement may be terminated at any time by the Company immediately, without having to justify any reason or fault on the part of the Subcontractor, through a simple written notice sent by e-mail or any other means of communication previously used by the parties.
- b. This Agreement may be terminated by the Subcontractor through a simple written notice, sent with 7 (seven) days in advance to the Company, by e-mail or any other means of communication previously used by the parties.
- c. The Subcontractor undertakes to finish any ongoing projects undertaken before the termination of this Agreement.
- d. Termination of this Agreement shall not affect the already outstanding obligations between the parties at the time of the notice.

## **1. Non-disparagement**

- a. Subcontractor agrees not to disparage or denigrate Company orally or in writing, and that neither Subcontractor nor anyone acting on its behalf will publish, post, or otherwise release any material in written or electronic format, make speeches, gain interviews, or make public statements that mentioned the Company, its operations, Company's employees, products, or services without the prior written consent of the Company.

## **1. Miscellaneous provisions**

- a. Force Majeure. If performance of this Agreement or any other obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either Party's reasonable control, and if the Party unable to carry out their obligations gives the other Party prompt written notice of the circumstances, then the obligations of the Party invoking this provision shall be suspended to the event necessary by such circumstances.

- b. Entire Agreement. This Agreement contains the entire Agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other Agreement, whether oral or written.
- c. Waiver of Contractual Rights. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- d. Headings. The section and paragraph headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, govern, limit, modify, or construe the scope or extent of the provisions of this Agreement to which they may related. Such headings are not part of this Agreement and shall not be given any legal effect.
- e. Amendments. This Agreement may be modified or amended if and only if the amendment is made in writing and signed by both Parties.

**IN WITNESS WHEREOF** the parties hereby execute this Agreement to be effective as of the date set forth above.

**Company**

\_\_\_\_\_

**Date**

\_\_\_\_\_

**Signature**

**Subcontractor**

\_\_\_\_\_

**Date**

\_\_\_\_\_

**Signature**