

INDEPENDENT CONTRACTOR AGREEMENT

[INSERT JOB TYPE HERE]

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") dated _____, 20____ (the "Effective Date") is made between _____ (the "Client"), and Shannon Clark (the "Freelancer"), for the purpose of setting forth the exclusive terms and conditions by which Client desires to acquire 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. Client retains Freelancer, and Freelancer agrees to perform for Client, certain services set forth in Exhibit A to this Agreement (the "Services").

2. Consideration / Compensation:

(a) In exchange for the full, prompt, and satisfactory performance of all Services to be rendered to Client (as determined by the Client), Client shall provide Freelancer, as full and complete compensation the sum in the total of \$_____ to be paid in the agreed upon increments as follows: 10% to be paid upon Freelancer accepting Client's job as a reservation guarantee and supply fee in the event the illustration is to be done using physical materials rather than digital. Small resolution renderings will be sent via email with watermark until final approval. Once the remainder of payment is made, high-resolution renderings will be sent to Client in the form of their choice.

(b) Payment is to be made in a digital manner that can be verified with receipt. Examples of these are 1. Paypal Invoice 2.Zell 3.Venmo. 4.Wire transfer. NO checks/cash or postal service is to be used. Upon signing this contract, Client agrees to these terms.

(c) Freelancer is not entitled to receive any other compensation or any benefits from Client. Except as otherwise required by law, Client 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 Client, it may receive, produce, or otherwise be exposed to Client'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 Client, 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 Client receives from others under an obligation of confidentiality (individually and collectively "Confidential Information").

(b) Freelancer acknowledges that the Confidential Information is the Client'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 Client'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 Client 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 Client 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 Client all whole and partial copies and derivatives of the Confidential Information, whether in Freelancer's possession or under Freelancer's direct or indirect control, including any computer access nodes and/or codes, and to arrange for the return of such materials by all Freelancer Employees.

(c) Freelancer shall not disclose or otherwise make available to Client 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) Freelancer agrees to take all necessary precautions to prevent injury to any persons or damage to property during the term of this Agreement, and shall indemnify, defend and hold harmless Client, its officers, directors, shareholders, employees, representatives and/or agents 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.

5. Ownership/Rights to Artwork:

(a) Upon final payment, Client gains exclusive right/perpetuity to the images/work meaning Freelancer cannot sell or reuse artwork created within this contract. Client has exclusive use of

images and can use them indefinitely. Freelancer, however, retains creative copyright to place artwork on their professional portfolio site for display upon final completion to showcase work. Any legal or disclosure issues must be brought up and a timeframe given of when Freelancer will be able to post on professional portfolio sites to avoid “spoilers.” Creative copyright also extends thusly - Client may use and reproduce (ie. make multiple printouts), unedited, the artwork for the scope listed in Exhibit A as they retain the exclusive right to use, however, if client alters images or hands off the artwork to another artist to adjust/change, legal action may be taken. This will be considered plagiarism without contacting Freelancer with permission to alter images.

6. Termination:

This Agreement shall be effective on the date hereof and shall continue until terminated by either party upon 14 business days written notice.

7. Independent Contractor:

(a) Client 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 Client benefits, including, but not limited to, health insurance, retirement plans or stock option plans. Freelancer is not the agent of Client and is not authorized and shall not have the power or authority to bind Client or incur any liability or obligation, or act on behalf of Client. At no time shall Freelancer represent that it is an agent of the Client, or that any of the views, advice, statements and/or information that may be provided while performing the Services are those of the Client.

(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. General:

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

(b) Freelancer hereby agrees that any breach of Section 3 by Freelancer will cause irreparable harm to Client and that in the event of such breach or threatened breach, Client shall have, in addition to any and all remedies of law and those remedies stated in this Agreement, the right to an injunction, specific performance or other equitable relief to prevent the violation of Freelancer's obligations hereunder.

(c) 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.

(d) This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated herein. The language of all parts of this Agreement will in all cases be construed as a whole in accordance with its fair meaning and not for or against either party.

(e) All notices provided for in this Agreement shall be given in writing and shall be effective when either served by hand delivery, electronic facsimile transmission, express overnight courier service, or by registered or certified mail, return receipt requested, addressed to the parties at their respective addresses as set forth at the beginning of this Agreement, or to such other address or addresses as either party may later specify by written notice to the other.

IN WITNESS WHEREOF, the parties hereto have executed this Independent Contractor Agreement.

FREELANCER:

CLIENT

Signature and Date

Signature and Date

EXHIBIT A

INDEPENDENT CONSULTANT AGREEMENT SCOPE OF SERVICES

Client hereby retains Freelancer, and Freelancer hereby agrees to perform for Client, certain services, including, but not limited to the following:

[Insert scope of job]