



This agreement (the "Agreement") is made and entered into as of _____ (the "Effective Date") by Clear Irons LLC, an Illinois Corporation ("CI"), and _____ ("Client").

1. **Purpose.** Client is hiring CI to aid in the development of a product, prototype, or idea which represents a potential business opportunity of mutual interest (the "Project"). CI's role in the Project can involve, but is not limited to: sketching, idea generation, styling, illustration, market research, 2D and/or 3D computer modeling, rendering, prototyping, fabrication, documentation, interfacing with vendors or subcontractors, and/or manufacturing. Both CI and Client shall maintain certain rights throughout the Project and it is the purpose of the Agreement to state and document these rights for the protection and benefit of both CI and Client.

2. **Confidential Information.** Throughout the duration of the Project, Client may disclose to CI certain confidential and proprietary information that Client desires CI to treat as confidential. "Confidential Information" means any information disclosed to CI by Client, either directly or indirectly in writing, orally or by inspection of tangible objects, including, without limitation; business plans, customer data, customer lists, customer names, designs, documents, drawings, engineering information, financial analysis, hardware configuration information, inventions, market information, marketing plans, processes, products, product plans, research, services, specifications, software, source code, trade secrets or any other information designated as "confidential," "proprietary" or some similar designation.

Confidential Information shall not, however, include any information which CI can establish (i) was publicly known and generally available in the public domain prior to the time of disclosure to CI by Client; (ii) becomes publicly known and made generally available after disclosure by Client to CI through no action or inaction of CI; or (iii) is in the possession of CI, without confidentiality restrictions, at the time of disclosure by Client.

Similarly, throughout the duration of the Project, CI may disclose to Client certain confidential and proprietary information that CI desires Client to treat as confidential. Client shall treat Confidential Information disclosed to Client by CI as confidential in the same manner CI agrees to treat Client's Confidential Information as described in the Agreement.

3. **Non-Use and Non-Disclosure.** CI agrees that it shall use Client's Confidential Information solely for the purpose of the Project and shall not disassemble or decompile any prototypes, software or other tangible objects that embody Client's Confidential Information without

consent from Client. CI further agrees that Client's Confidential Information will be kept confidential and CI agrees it will not disclose any of Client's Confidential Information; provided, however, that Client's Confidential Information may be disclosed to CI's employees and sub-contractors who need to know such Confidential Information for the sole purpose of the Project.

4. Maintenance of Confidentiality. CI and Client agree that they shall take all reasonable measures to protect the confidentiality of and avoid disclosure and unauthorized use of Confidential Information. Without limiting the foregoing, CI shall take at least those measures that Client takes to protect its own most highly confidential information and shall have its employees and/or sub-contractors, if any, who have access to Client's Confidential Information sign an agreement in content substantially similar to the provisions hereof prior to any disclosure of Client's Confidential Information to such employees. CI shall promptly notify Client in the event of any unauthorized use or disclosure of Client's Confidential Information.

5. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." CI MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

6. Return of Materials. All documents and other tangible objects containing or representing Client's Confidential Information and all copies thereof shall be and remain the property of Client and shall be promptly returned to Client upon Client's request assuming there exists no outstanding debts owed to CI or disputes in process between CI and Client.

7. No License. Nothing in this Agreement is intended to grant any rights to CI under any patent, copyright, trademark or other intellectual property right of Client, nor shall this Agreement grant CI any rights in or to Client's Confidential Information except as expressly set forth herein.

8. Non-Solicitation. Client agrees that for a period of five (5) years following the Effective Date, Client will neither hire any of CI's employees nor, directly or indirectly, solicit, induce, recruit or encourage any of CI's employees to leave their employment with CI.

9. Term. The obligations of CI hereunder survive any termination of this Agreement and shall continue for a period terminating three (3) years from the date on which Client last disclosed any of its Confidential Information under this Agreement.

10. Independent Contractor. CI is an independent contractor, not an employee of Client or any company affiliated with Client. CI shall provide services for the Project under the direction of Client, but CI shall determine, in CI's sole discretion, the manner and means by which the services are accomplished. This Agreement does not create a partnership or joint venture and neither party is authorized to act as agent or bind the other party except as expressly stated in this Agreement. All rights, if any, granted to CI are contractual in nature and are wholly defined by the conditions of the Agreement.

11. Third Party Agents. CI shall be permitted to engage and/or use third party agents or other service providers as independent contractors in connection with the Project. Notwithstanding, CI shall remain fully responsible for such sub-contractors compliance with the various terms and conditions of the Agreement.

12. Client Responsibility. Client is solely responsible to test the designs, prototypes, concepts, or any other material CI provides. Client is solely responsible to ensure that any resulting commercialized products are tested, manufactured, packaged, labeled (including adequate warnings), sold, and used in a safe and careful manner and in compliance with all applicable laws, regulations, and appropriate industry standards unless otherwise specifically stated in this Agreement. Client is solely responsible for obtaining any applicable or necessary approvals. Client assumes all responsibility for any information and/or specifications it provides to CI and agrees that, unless specifically stated in this Agreement, CI may rely on such information and/or specifications without independent verification.

13. Indemnification. Client shall indemnify, defend and hold CI and its employees and agents harmless from and against all claims for illness, injury, and property damage (including loss of use and loss of profits), actual or alleged, that may arise out of or in connection with this Agreement or the services, work product, designs, prototypes, and incidental goods furnished or to be furnished to Client by CI. This obligation shall apply, without limitation, to claims of Client and any employee, invitee, or agent of Client, of any lessee or purchaser of Client's goods or services and of any third party.

14. Testing and Acceptance. All work that CI delivers to Client shall be considered accepted unless the Client notifies CI to the contrary within 7 calendar days from time of delivery.

15. No Exclusivity. CI and Client expressly acknowledge that the Agreement does not create an exclusive relationship between the parties. Client is free to engage others to perform services of the same or similar nature to those provided by CI, and CI shall be entitled to offer and provide design services to others, solicit other clients and otherwise advertise the services offered by CI.

16. Recognition. CI retains the right to reproduce, publish and display information related to the Project in CI portfolios and websites, and in galleries, design periodicals and other media or exhibits for the purposes of recognition of creative excellence, marketing, or professional advancement, provided the information was already placed in the public domain by Client or a third party authorized by Client and/or that the information does not breach any terms of the Agreement.

17. Billable Rate. CI will charge Client for its services on an hourly basis. The hourly rate for the Project is \$____ per hour ("Billable Rate"). The Billable Rate is applied to all services CI shall perform for the Project unless expressed explicitly otherwise by CI. These services shall include, but are not limited to: sketching, idea generation, styling, illustration, market research, 2D and/or 3D computer modeling, rendering, prototyping, fabrication, documentation, interfacing with vendors or subcontractors, manufacturing, meetings with Client, phone calls with Client, and travel to/from meetings with Client or other locations as directed by Client. All CI employees and sub-contractors, if any, shall charge at the Billable Rate. The Billable Rate is subject to change at CI's sole discretion with no less than 30 days written notice to Client. CI may elect to charge for prototypes or production parts on a price-per-part basis under certain circumstances, in which case the price and delivery will be agreed upon in writing between CI and Client. Any work performed that falls outside of the price-per-part contract will default to the Billable Rate and all other terms of the Agreement.

18. Commencement of Work and Documentation. Client acknowledges that CI does not necessarily require a formal purchase order or any other written contract from Client to begin work that will result in an invoice from CI to Client. CI can react to phone conversations, emails, voicemails, verbal instruction or any other Client direction and will invoice its Billable Rate for time worked resulting from this direction. CI will document all billable work time clearly showing date work performed, amount of time spent, and a brief description of work performed. Client may request in writing to review any and all as-yet unbilled time spent at any point of the Project. CI will respond to such request with an unbilled time report within a reasonable amount of time. It is the responsibility of the Client to request unbilled time reports individually and CI will not honor pre-scheduled requests for unbilled time reports.

19. Invoicing. CI shall invoice Client standardly on or near the 1st day of each calendar month throughout the duration of the Project. CI reserves the right to deviate from this schedule if dictated by milestones or deliverables of the Project. Terms will be displayed clearly on each invoice. Standard credit terms are Net30, which means that CI will receive payment remitted by Client at its business address on or before the 30th calendar day after the date of invoice. CI will at its sole discretion hold Client at shorter credit terms until Client has displayed timely payment for a duration of at least 2 invoices from CI. If payment is not received by CI on or before the noted due date, CI will immediately stop all work related to the Project and Client will incur **an additional late fee of \$50.00 per day for each day past due.** CI will not resume any work on the Project until all outstanding invoices and/or late fees are paid in full.

20. Estimations and Quotations. Because of the unpredictable nature of development and invention, CI cannot calculate a precise total of hours that will be spent, nor a precise total of fees and other expenses for the Project. Any estimation or quotation, either verbal or in writing, made by CI or any of its representatives to Client is to be considered for budgetary purposes only unless explicitly marked as “not to exceed” by CI.

21. Termination. Either CI or Client may terminate the Agreement at any time through written request. The Client shall upon termination pay CI all unpaid amounts due for work performed prior to and on the date of notice of termination. Upon termination of the Agreement, Client may request all physical and digital information related to the Project be returned or destroyed as long as all amounts due to CI are paid in full.

21. Miscellaneous. Client agrees to be responsible for any breach of this Agreement by any of its directors, officers or employees. CI agrees to be responsible for any breach of this Agreement by any of its directors, officers or employees. This Agreement shall be governed by the laws of the State of Illinois, without reference to conflict of laws principles. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. If any term of this Agreement is found by any court to be void or otherwise unenforceable, the remainder of this Agreement shall remain valid and enforceable as though such term were absent on the Effective Date. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

Clear Irons LLC
1811 W. Cornelia
Chicago, IL 60657
Email:
Phone #:

By: _____

Title: _____

Client:
Address:

Email:
Phone #:

By: _____

Title: _____