FREELANCE CONTRACT

This Freelance Services Agreement (this "Agreement") is entered into and made effective as of November 10, 2026 (the "Effective Date"), by and between **Example Workshop LLC**, a Llc located at 10 Sample Plaza, Denver, CO 80202 (the "Client"), and **Casey Morgan**, a Individual located at 20 Example Road, Aurora, CO 80012 (the "Freelancer"). Client and Freelancer are each a "Party" and together the "Parties."

1. Services

The Freelancer shall perform the following freelance services (the "Services"): **Service planning workshop and written implementation report**

Deliverable format. A workshop agenda and PDF report.

Revisions. The fee includes **2** round(s) of revisions per deliverable. Additional revisions are billed at the Freelancer's then-current hourly rate.

Target completion. December 14, 2026, subject to reasonable adjustment for Client delays in providing feedback, approvals, or source materials.

2. Independent Contractor Status

The parties intend to engage the Freelancer for independent services. Applicable law and the actual working relationship determine worker status and any employment rights. The payee will supply the appropriate Form W-9 or applicable Form W-8 for its tax status. For reportable nonemployee services, the payer will file Form 1099-NEC with the IRS and furnish it to the payee when required. The general federal threshold is $2,000 per payee for payments made in 2026 and $600 for payments made in 2025. For a later year, apply the IRS threshold for that payment year. Federal backup withholding can require reporting at any amount. Apply payee exemptions and the separate reporting rules for payment-card and qualifying third-party network transactions.

3. Compensation

Hourly. $201.00 per hour.

Invoicing and payment. Invoices are due within **45 days** of receipt.

Rush work. Work requested on an expedited timeline (less than five business days' notice for material tasks) is billed at a **25% premium**.

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4. Term and Termination

Term. This Agreement begins on the Effective Date and continues until the Services are completed and delivered.

Termination for convenience. Either Party may terminate on **14 days'** prior written notice.

Termination for cause. Either Party may terminate immediately if the other Party materially breaches and fails to cure within **10 days** of written notice.

Effect of termination. Client shall pay for all Services performed and pre-approved expenses incurred through the termination date. The Freelancer shall deliver all work-in-progress.

Kill fee. If Client terminates for convenience after work has begun, Client shall pay a kill fee equal to **50%** of the unpaid portion of the total fee, in addition to fees for work already performed.

5. Intellectual Property

Assignment on payment. Subject to receipt of payment in full, the Freelancer assigns to Client all right, title, and interest in the final deliverables (the "Work Product"). To the fullest extent permitted by 17 U.S.C. §101, Work Product is a "work made for hire." To the extent any portion does not so qualify, the Freelancer hereby irrevocably assigns all copyright, moral, and other intellectual-property rights in the Work Product to Client effective upon payment in full. Until payment in full, the Freelancer retains all rights, and any use of deliverables by Client is unlicensed.

Pre-Existing IP. The Freelancer retains ownership of any tools, templates, libraries, presets, frameworks, and materials the Freelancer owned or developed prior to or outside this engagement ("Pre-Existing IP"), including items listed on **Exhibit A**. To the extent Pre-Existing IP is incorporated in Work Product, the Freelancer grants Client a perpetual, worldwide, royalty-free license to use it as embedded.

Portfolio use. The Freelancer may display the Work Product (or representative portions) in the Freelancer's portfolio and marketing channels, excluding Client Confidential Information and unreleased products.

Credit. Client will, where commercially reasonable, credit the Freelancer in connection with public use of the Work Product.

6. Confidentiality

The Freelancer shall hold Client's non-public business, technical, and financial information ("Confidential Information") in confidence and use it only to perform the Services. Obligations survive three (3) years after termination (indefinitely for trade secrets).

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DTSA Whistleblower Immunity Notice (18 U.S.C. §1833(b)). An individual shall not be held criminally or civilly liable under any federal or state trade-secret law for disclosure of a trade secret that (i) is made in confidence to a federal, state, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, or (ii) is made in a complaint or other document filed under seal. Nothing in this Agreement prohibits filing a charge with or participating in an investigation by the EEOC, NLRB, SEC, OSHA, or any other government agency.

8. Representations and Warranties

The Freelancer represents and warrants: (a) authority to enter this Agreement; (b) the Services will be performed in a professional workmanlike manner; (c) Work Product is original and will not infringe any third-party intellectual-property or privacy rights, except for materials supplied by Client or licensed third-party components identified in writing; and (d) the Freelancer is not under a conflicting obligation.

9. Indemnification

The Freelancer shall defend and indemnify Client from third-party claims arising from the Freelancer's breach of the warranties in Section 8, gross negligence, or willful misconduct. Client shall defend and indemnify the Freelancer from third-party claims arising from Client-supplied materials, Client's use of the Work Product beyond the scope of any license granted, and Client's breach of this Agreement.

10. Limitation of Liability

EXCEPT FOR BREACHES OF CONFIDENTIALITY, INDEMNIFICATION OBLIGATIONS, IP INFRINGEMENT, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT: (a) NEITHER PARTY IS LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES; AND (b) THE FREELANCER'S AGGREGATE LIABILITY IS CAPPED AT **2×** THE FEES PAID TO THE FREELANCER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

11. General Provisions

Governing law. The laws of the State of CO, without regard to conflicts principles.

Mediation then arbitration. Non-binding mediation in Denver for thirty (30) days; if unresolved, binding AAA arbitration in Denver. **Attorney's fees.** The prevailing Party is entitled to reasonable attorneys' fees and costs.

Assignment. No assignment without the other Party's consent, except Client may assign to a successor in interest.

Entire agreement; amendments. This Agreement is the entire agreement and supersedes prior discussions. Amendments must be in writing signed by both Parties.

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Severability; waiver; counterparts. Invalid provisions will be reformed to the minimum extent needed. No waiver unless in writing. Counterparts and electronic signatures are valid under the ESIGN Act (15 U.S.C. §7001) and UETA.

Notices. Written notices to the addresses or email addresses in the preamble.

Signatures

Client	**Freelancer**
_____	_____
PRINTED NAME	PRINTED NAME
_____	_____
SIGNATURE	SIGNATURE
_____	_____
DATE	DATE

Exhibit A — Pre-Existing Intellectual Property

Item	Description	Owner

(Write "None" if not applicable.)

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