

- (ii) materials provide
- (iii) pre-existing mat
consent for each
- (iv) materials created
protected by copy
- (b) With the exception of Pre-Existing
copyrights, patents, trade secrets o
the Content. Contractor hereby irr
property rights relating thereto.
- (c) In the event and to the extent that
assignment and transfer set out in
 - (i) use the Content i
 1. m
 2. ad
 3. cr
 4. di
an
 5. di
 6. pr
 7. co
 8. m
 9. us
 10. m
 - (ii) receive all incom
 - (iii) file applications f
 - (iv) file applications f
 - (v) file applications f
fragments or ele
 - (vi) further assign, sel
 - (vii) have standing in
- (d) To the extent Contractor owns, wil
respective parts, fragments and el
copy and modify such Pre-Existing
- (e) The Content shall be owned and
applications, assignments or other
be required under the laws of any c
- (f) f and to the extent that app icabl
jurisdiction an exclusive perpetual
communicating in public, communi
be recognized as a right under the
- (g) f and to the extent that app icabl
license for that jurisdiction will be
- (h) Client reserves the right not to use
entitle Contractor to request that t
- (i) Client's rights to the Content shall
of its elements, fragments, parts an
- (j) Client shall have the right without
Client may have in respect of the C
- (k) Contractor hereby waives and forfe
- (l) Contractor hereby waives any right
- (m) Client's rights in and to the Conten
- (n) Contractor shall execute and aid in
to Client. However, Client shall rei
- (o) Notwithstanding the above provisio
or database rights and any other in
- (p) The vesting, assignment, transfer a
under this Agreement. C ient shall
Agreement.
- (q) For greater clarity, C ient shall own

7. MORAL RIGHTS

- (a) To the extent permissible under a
Content, in Canada and elsewhere.
- (b) Whether or not covered by the w
Contractor's name in association w
of Contractor's name in connectio
moral rights to be recognized as th
- (c) Whether or not covered by the wai
of the Content to be causing dama
- (d) To the extent that the Content was
be required to make the waiver, au

8. NON-COMPETITION

- (a) Despite the fact that Contractor s
period of two (2) years from the

partnership, jointly, or in conjunction with an employee, consultant, independent contractor or other person, in connection with the creation of derivative works based on the Pre-Existing Content.

- (b) The content and derivative works based on the Pre-Existing Content shall be deemed Confidential Information if:
 - (i) they provide substantial value to the public for which they are assigned or licensed;
 - (ii) they are assigned or licensed to the public for a specific purpose.

9. CONFIDENTIALITY

- (a) The Parties agree to hold each other's Proprietary or Confidential Information in confidence.
- (b) "Proprietary or Confidential Information" shall include, but is not limited to, written or oral information, notes, or financial information.
- (c) Proprietary or Confidential Information shall include:
 - (i) information that is or becomes generally known;
 - (ii) information that was previously known to the public;
 - (iii) information that is independently developed by a third party;
 - (iv) information that is subject to disclosure under applicable law.
- (d) The Parties shall use their best possible efforts to protect Proprietary or Confidential Information as the exclusive property of that Party.
- (e) The Parties agree that in the event of use of Proprietary or Confidential Information, equitable relief shall be available.
- (f) Notwithstanding termination or expiration of this Agreement, Confidential Information shall continue to be Confidential Information.
- (g) The Parties acknowledge and recognize that Confidential Information is valuable. Therefore, in the event of any breach or misuse, misappropriated or disclosed material, the Parties shall be entitled to equitable relief.
- (h) The provisions of this Section 9 cover all employees and subcontractors of the Parties who have access to Confidential Information.
- (i) Despite any other provisions of this Section 9, Confidential Information shall be deemed Confidential Information if its disclosure leads to the use or disclosure of Proprietary or Confidential Information or other intellectual property shall be deemed Confidential Information or such intellectual property shall be deemed Confidential Information in circumstances of such use.

10. CONSIDERATION AND PAYMENT TERMS

- (a) As full and total consideration for:
 - (i) creation of the Content;
 - (ii) fixing of all Deficiencies;
 - (iii) up to ___ hours of follow-up;
 - (iv) the grant of intellectual property rights;
 - (v) non-compete obligations;
 - (vi) and all other obligations.Client shall pay Contractor a lump sum of \$_____ (_____).
- (b) Client shall pay the total amount agreed upon in writing:
 - (i) \$_____ (_____);
 - (ii) \$_____ (_____);
 - (iii) \$_____ (_____).
- (c) For changes and additions as per s. 5 of the Agreement, the Client shall pay Contractor \$_____ (_____), upon acceptance or deemed acceptance of the final Content.
- (d) For greater clarity, in calculating the time for completion of the Content under 10(c) of this Agreement shall be reduced for any amendments.
- (e) The Client shall pay applicable HST or any other taxes.
- (f) All sums of money to be paid or calculated shall be in US Dollars.
- (g) Contractor shall have the right to suspend work if not paid within 30 days of invoice.
- (h) Client shall be entitled to a full refund if not satisfied with the Content. In case of partial acceptance, Client shall pay Contractor for the work done.

11. REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

- (a) Contractor has the full right, power and authority to enter into this Agreement.
- (b) The person signing this Agreement on behalf of Contractor is duly authorized to do so and is effective.
- (c) Contractor and whomever Contractor may employ or subcontract shall perform their obligations in accordance with normal industry practices.
- (d) Contractor in performing under this Agreement shall not infringe the intellectual property rights of any other person, and shall indemnify the owner permitting the use of such material.
- (e) The Content will not contain any confidential information or trade secrets of the Client without Client's authorization.

- (f) Contractor represents and warrants that Content under this Agreement. Client understands that those projects do not interfere or conflict with
- (g) Contractor shall prepare all Deliverables and
- (h) Contractor does not warrant that the Content

12. REPRESENTATIONS AND WARRANTIES OF CLIENT FOR THE

- (a) Client has the full right, power and authority to
- (b) The person signing this Agreement on behalf of
- (c) Client represents to Contractor and unconditionally use each of these elements.

13. LIABILITY AND INDEMNIFICATION

Contractor shall indemnify and hold harmless Client, Client's partners, directors, shareholders, subsidiaries and officers) from related costs and expenses) incurred by Client and such other

- (a) any part of the Content or Deliverables made
- (b) a claim that Client's use of the Content or Deliverables
- (c) failure by Contractor to properly secure licenses of its own employees and contractors;
- (d) breach by Contractor of any warranty, representation or
- (e) any warranty or representation by Contractor

14. FORCE MAJEURE

- (a) Neither Contractor nor Client shall be responsible for an event of Force Majeure of God or the public enemy, war, riot, embargo or other character beyond the control of either Party, which results in delay of this Agreement with immediate effect without
- (b) A Party may not refer to events of Force Majeure as a result of an act of God or a third party.

15. RELATIONSHIP

- (a) The relationship of Contractor to Client under this Agreement shall be an employer-employee relationship.
- (b) Contractor is not entitled to any benefits that Client unless specifically authorized to do so
- (c) Neither of the Parties has authority to bind the other Party

16. TERM OF AGREEMENT

The term of this Agreement will be from the Effective Date to the date the Agreement has been terminated.

17. TERMINATION

- (a) In the event that a Party (the "defaulting Party") fails to perform its obligations applicable to it under this Agreement, the non-defaulting Party's intent to terminate this Agreement shall be without prejudice to any other rights or remedies available to the non-defaulting Party.
- (b) Without limiting the generality of the foregoing, termination shall be without prejudice to any other rights or remedies available to the non-defaulting Party if:
 - (i) the other Party becomes insolvent or bankrupt;
 - (ii) if any proceedings are commenced against the other Party in respect of all or a substantial part of its assets;
 - (iii) if a trustee, receiver, receiver in equity, liquidator, administrator or other similar officer is appointed in respect of all or a substantial part of the assets of the other Party;
 - (iv) if the other Party ceases to carry on its business as a going concern;
 - (v) if any proceedings involving the other Party are commenced under the Bankruptcy and Insolvency Act or any other similar legislation;
 - (vi) if the other Party makes any assignment for the benefit of creditors.
- (c) Without limiting the generality of the foregoing, termination shall be without prejudice to any other rights or remedies available to the non-defaulting Party if the other Party is incapable of performing Contractor's obligations.
- (d) Without limiting the generality of the foregoing, termination shall be without prejudice to any other rights or remedies available to the non-defaulting Party.
- (e) In the event of termination, Client shall not be liable for any damages, including lost profits, incurred by Contractor.

18. SURVIVAL

In the event of the expiration or termination of this Agreement, the provisions of this Agreement which are intended to survive shall survive. Without limiting the generality of the preceding sentence, the provisions of this Agreement shall survive.

19. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the law of the Province of Ontario.

**SCHEDULE A
TO CONTENT CREATION AGREEMENT
BETWEEN**

and _____

dated _____

DESCRIPTION AND SPECIFICATIONS OF THE CONTENT

1. CONTENT

The parties hereby agree that the Content that Contractor agreed to create for Client shall be as follows:

and will include any and all images, documentation, photographs, music, videos, media files, source code, object code, databases, data structures, database designs, database indices, modules, objects, classes, packages, in-line comments, user interfaces, design documents, test plans and scripts, any other works or materials prepared by or for Contractor as part of the creation of Content.

2. SPECIFICATIONS

The Content shall have at least the following specifications:

3. PERSONAL SERVICES

The Parties hereby agree that (check ONE):

- All Content is to be created personally by _____;
- Contractor is free to assign subcontractors to create any or all Content;
- Contractor may assign subcontractors to create Content, except for the following Content that is to be created personally by _____;

4. DELIVERABLES

Contractor shall deliver the Content in form of the following Deliverables:

For Client: _____
(full name and position of the signing individual)

For Contractor: _____
(full name and position of the signing individual)

(date)

(signature)

(date)

(signature)

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