

SUB-CONTRACTOR AGREEMENT

This Sub-Contractor Agreement ("Agreement") is made as of **[Date]**, between:

[Your Company Name], a business registered under the laws of **[Country/State]**, with its principal address at **[Address]** (hereinafter referred to as the "Company"),

AND

[Sub-Contractor Full Name], residing at **[Address]** (hereinafter referred to as the "Sub-Contractor").

1. Engagement

The Company hereby engages the Sub-Contractor to provide creative and/or professional services on a project-by-project basis ("Services"), and the Sub-Contractor agrees to perform such Services under the terms of this Agreement.

2. Independent Contractor Status

The Sub-Contractor is engaged as an **independent contractor**, not as an employee, partner, or agent of the Company.

The Sub-Contractor:

- Has no authority to bind the Company to any agreement
- Shall determine how the Services are performed
- Is not entitled to employee benefits of any kind

3. Scope of Work

The specific scope, deliverables, timelines, and fees for each project will be outlined in a separate written document (e.g., Work Order, Statement of Work, or email confirmation), which forms part of this Agreement.

4. Compensation

The Company agrees to pay the Sub-Contractor fees as agreed per project.

- Payment terms: **50% upfront**
- Payments will be made via: **Bank Transfer / PayPal / GrafPay / Other**
- The Sub-Contractor is responsible for all costs incurred in performing the Services unless otherwise agreed in writing

5. Ownership of Work (Intellectual Property)

All work created by the Sub-Contractor under this Agreement shall be considered “**work made for hire.**”

To the extent that any work does not qualify as work made for hire, the Sub-Contractor hereby irrevocably assigns to the Company all rights, title, and interest in and to such work, including all intellectual property rights.

This includes, but is not limited to:

- Designs, graphics, content, code, concepts, and strategies
- Drafts, revisions, and final deliverables

The Sub-Contractor retains no ownership rights unless expressly agreed in writing.

6. Confidentiality

The Sub-Contractor agrees to keep all confidential information strictly private.

This includes:

- Client information
- Business processes
- Pricing, strategies, and internal documents

This obligation continues even after termination of this Agreement.

7. Non-Solicitation

During the term of this Agreement and for **[6–12 months]** after termination, the Sub-Contractor agrees not to:

- Directly solicit or work with the Company's clients introduced during this engagement
- Circumvent the Company to offer similar services independently

8. Taxes and Compliance

The Sub-Contractor is solely responsible for:

- Filing and paying all taxes arising from payments received
- Any statutory obligations under applicable laws

The Company shall not withhold taxes or make statutory contributions on behalf of the Sub-Contractor.

9. Tools and Equipment

The Sub-Contractor shall provide their own tools, software, and equipment necessary to perform the Services unless otherwise agreed.

10. Revisions and Quality

The Sub-Contractor agrees to:

- Deliver work that meets professional standards
- Make reasonable revisions as required to meet the agreed scope

11. Term and Termination

This Agreement remains in effect until terminated by either party.

- Either party may terminate with **[7–14 days]** written notice
- The Company may terminate immediately for breach of contract

Upon termination:

- The Sub-Contractor shall deliver all completed and in-progress work
- Any outstanding payments for approved work will be settled

12. Liability

The Sub-Contractor shall be responsible for their own actions and agrees to indemnify the Company against any claims arising from:

- Breach of this Agreement
- Negligence or misconduct

13. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of **[Country/State]**.

14. Entire Agreement

This document constitutes the entire agreement between the parties and supersedes all prior agreements or understandings.

15. Signatures

For the Company:

Name: _____

Signature: _____

Date: _____

Sub-Contractor:

Name: _____

Signature: _____

Date: _____