



Work for Hire Contract Agreement

The agreement plan is made between...

A.
Client Details

B.
Clipping Path House Graphics Media

A sister concern of KMS Group Australia Pty LTD.

Production House:

584 North Ibrahimpur, Dhaka, Bangladesh
Phone: +8801741906076

Australia Office

34 McCourt St. WILEY PARK, SYDNEY
NSW- 2195, AUSTRALIA
Email: info@clippingpathhouse.com
www.clippingpathhouse.com
Phone: +61400255786, Skype: cph.graphics

This Work for Hire Contract is made the day of, **20...**, by and between

Clipping Path House Graphics Media, henceforth known as "Contractor" and **(Client)**. Client and Contractor agree to the provisions of this Contract as they apply to the services rendered (henceforth known as "Work") by Contractor, detailed below:

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Services to be performed:

The Contract's provisions are undersigned by both Client and Contractor, and are as follows:

1. Services to Be Performed

Contractor will provide all kinds of Photoshop Image Editing Services like - clipping path, masking and other graphical services as per client's instruction. The contractor will download and upload the images from the FTP servers whenever he receives new job orders. Service also includes correcting images if incorrectly processed at no extra charge.

2. Number of images

Client will Edit.

3. Relationship

Contractor and Client agree that the "work for hire" relationship is the only defined relationship between the two, and that Client does not consider Contractor to be an employee. As such, Client is not required to provide benefits, including insurance, paid vacation, or sick leave, to Contractor.

4. Delivery time of job orders

Delivery time of job orders will be within **3 - 30 hours**. Bigger jobs (+400 files) are subject to discussion depending on the complexity of the images and file size.

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5. Rate

(Client) agrees to pay Contractor based on the complexity of the work. The rates are:

Complexity 1 = 0.00 USD per image = \$0.00 Cents

Complexity 2 = 0.00 USD per image = \$0.00 Cents

Complexity 3 = 0.00 USD per image = \$0.00 USD

Complexity 4 = 0.00 USD per image = \$0.00 USD

Complexity 4 = 0.00 USD per image = \$0.00 USD

At the end of each month / week / job done **Client Name** shall determine the exact number of work done by the contractor in each category.

6. Payment

Client agrees to pay Contractor **total amount of money monthly, at end of contract**. Any extension amendment shall require a new payment agreement. The contractor can send an invoice accordingly and the payment shall be made by (Client) within 10 days after receiving the invoice.

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7. Rejected Works

Finished works that do not meet the client's expectations may be rejected either by the client's client, or by client himself. Rejected works shall be reprocessed with extra speed within the price depicted above. No extra fees shall be charged.

8. Confidentiality

Contractor understands that entering into this Contract with Client means that Contractor will possibly come into contact and/or learn about privileged information pertaining to Client. Contractor agrees not to divulge any of this confidential information to any third party without the expressed written consent of Client. Failure to keep such information private could result in legal action on the part of Client, and/or revocation of the terms of this Contract. Contractor understands and agrees that

- a.) He will examine and use the Confidential Information for the sole and exclusive purpose of performing the Project Services.
- b.) He will hold, protect and maintain the Confidential Information in confidence for client's Sole and exclusive benefit;
- a.) He will not copy or use any material which is owned and published by client or by a client for his own benefit. Violation of this paragraph leads to an immediate termination of the agreement and legal action will be taken.
- b.) He will not use for his own benefit, or release or otherwise disclose to others, or permit others to use, any of the Confidential Information

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9. Ownership and Copyright

Contractor agrees that any Work **{he/she}** creates for the Client during the length of this Contract shall belong entirely to the Client. This includes any copyrights that pertain to the Work, since the work will be "made for hire" as defined by the Copyright Act.

10. Equipment and supplies

Contractor, at Contractor's own expense, will provide all equipment, tools and supplies necessary to perform the above services, and will be responsible for all other expenses required for the performance of those services. Client may contribute as deemed appropriate.

11. Other client

Contractor retains the right to perform services for other clients that are not directly competitors (active in same market) of client.

12. Injunctive Relief for Breach

Contractor agrees that his obligations under this Agreement are of a unique character that gives them particular value; Contractor's breach of any of such obligations will result in irreparable and continuing damage to Client, for which there will be no adequate remedy at law; and, in the event of such breach, Client will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper (including monetary damages if appropriate).

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13. Term/Termination

Either party may terminate this Agreement, at any time by giving a 3 month before notice.

ABOVE CONDITIONS ARE APPROVED AND ACCEPTED: THE UNDERSIGNED EXPRESSLY ACKNOWLEDGE FULLY READING, UNDERSTANDING, AND RECEIVING A TRUE COPY OF THIS DOCUMENT. IN WITNESS WHEREOF, CONTRACTOR HAS EXECUTED THIS AGREEMENT AS OF THE DATE SET FORTH BELOW...

Agreed to this Date Month Year

Signature of Contractor

Signature of Client

Client Name

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