

CREATIVE EYE CONSORTIUM
CONTRACT PARTNER AGREEMENT

This Contract Partner Agreement, (“Agreement”) is made and entered into as of _____, by _____ (“Company”) with its principal office located at _____ (“Company address”) and _____, with its principal office located at _____ (“Contract partner address”).

Recitals

- A. Company is currently engaged in the business of _____.
- B. Contract Partner (also referred to as “Member”) is currently engaged in the business of _____.
- C. Company has determined it is in the best interest of the Company to obtain Contract Partner’s services for use in Creative Eye Consortium Projects and for Contract Partner to be granted membership in the Creative Eye Consortium (“the Consortium”).
- D. The Creative Eye Consortium is a group of individuals providing services to market businesses through marketing/creative channels and other platforms. Each Contract Partner agrees to the terms and conditions herein as they relate to the Company and to each other Contract Partner of the Consortium.
- E. Nothing in this Agreement shall be construed to constitute a Partnership Agreement and Contract Partner is an independent contractor for which Company nor any other Contract Partner bears no responsibility or legal obligations other than as specifically contained herein.

In consideration of the mutual promises, covenants and conditions hereinafter set forth, the parties hereto mutually agree as follows:

1. Appointment of Service Provider

- (a) By this Agreement, Company appoints Contract Partner, and Contract Partner accepts such appointment, to provide Company with the following services (“Services”): *[description of services]*.
- (b) Contract Partner shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Contract Partner shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services. If Contract Partner fails to meet applicable professional standards, Contract Partner shall without additional compensation correct or revise any errors or deficiencies in its services.
- (c) Company's representative with respect to interpretation and implementation of the Services and this Agreement will be *[name]*, or such other representative that the Company may appoint by written notice to Contract Partner, with whom Contract Partner will communicate regarding all matters pertaining to

this Agreement. Said representative will make all arrangements for consultation by Contract Partner with employees or designees of Company. In addition, said representative shall have authority and responsibility to define and agree on the scope and specification of the Services, require and receive reports regarding the progress of the Services, and terminate the performance of the Services or any phase thereof in accordance with the provisions of this Agreement.

2. Term; Termination or Suspension

(a). Except as provided below, this Agreement shall commence on the date this Agreement is executed by both parties, and shall terminate upon completion of the services contemplated by this Agreement or completion of the Project, whichever is earliest:

(b). Company may terminate this Agreement upon giving *[number of days]* days' prior written notice thereof to Contract Partner. In addition, the Company shall have the right, upon written notice, to cancel this Agreement immediately upon the occurrence of any of the following events: *[description]*.

(c). Upon termination or cancellation of this Agreement, Company shall have no liability to Contract Partner except for charges for *[description]*. The terms and conditions In this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

(d). Upon completion of its obligations hereunder, or at such other time as may be requested by Company, Contract Partner shall return to Company all documents, records, notebooks and other proprietary information of Company, including copies thereof, in Contract Partner's possession.

(e). Prior to and as a condition of final payment to Contract Partner following termination or expiration of this Agreement, Contract Partner shall deliver to Company a release in form and substance satisfactory to Company, discharging it and its officers, agents, and employees of all liabilities, obligations, and claims arising out of this Agreement and the performance thereof.

3. Compensation for Services

(a). As the sole compensation for the performance of the Services, Contract Partner shall be paid as agreed on a project by project basis as contained in the **Creative Eye Consortium Project Scope of Work Agreement**.

(b). In addition, for consideration of the procurement of the Client for any particular project for the Creative Eye Consortium, Contract Partner or Company shall be paid a commission or referral fee of [10% of total Project Price] dependent upon who procures said Client. Such clients shall be designated to be Company Clients or Contract Partner Client as the case may be.

(c). Any amount of compensation derived from a Project by the Consortium shall be payable to the Contract Partner upon payment by the Client or completion of the Project, whichever is sooner.

(d). Except as otherwise provided in a particular **Creative Eye Consortium Project Scope of Work Agreement, Subscription Fees** subsequent to completion of the Project, shall not be subject to the 10% commission as defined in Paragraph 3(a) above.

(e). If any member of the Consortium, including Company or Contract Partner herein designated, makes a referral of a Client to any other member of the Consortium, but Client does not retain the Consortium for a Consortium Project, there shall be paid to the referring member a fee of 10% of the member invoice paid by Client.

4. Non-compete Covenant

Company and Contract Partner mutually agree that neither shall for a period of [five] years from the date hereof, anywhere in the [United States] perform work for any Client of the Consortium, or be employed, directly or indirectly, whether as officer, director, stockholder, agent or employee, of the Client other than those clients procured by either the Company or the Contract Partner as designated in Paragraph 3b. Violation the provisions hereof, may result in an injunction against the party in such violation.

5. Confidentiality

Contract Partner agrees that it will keep confidential and will not disclose or divulge any confidential, proprietary or secret information which Contract Partner may obtain from the Company, and which Company has prominently marked “confidential”, “proprietary” or “secret” or has otherwise identified as being such, pursuant to financial statements, reports and other materials submitted by Company as required hereunder unless such information is already known to Contract Partner or is or becomes publicly known, or unless Company gives its written consent to Contract Partner's release of such information. Without limiting the generality of the foregoing, Contract Partner covenants and agrees that it shall cause all of its current and future managerial and technical employees to execute a Proprietary Information and Inventions Agreement in the form previously delivered to counsel for Company.

6. Notices

Any notices to be given under this Agreement shall be in writing, sent by registered or certified mail, postage prepaid, return receipt requested, or by email followed by a confirmation letter sent as provided above, addressed to such party as follows:

(a) Notices to Company:

[Address]

Attn.: *[name]*

With a copy to:

[Name of company's attorney]

[Address of company's attorney]

(b) Notices to Contract Partner:

[Address]

Attn.: *[name]*

Notices sent in accordance with this Section shall be deemed effective on the date of dispatch. Any changes in the information set forth in this Section shall be upon notice to the other party delivered in the manner set forth above.

7. Entire Agreement

This Agreement constitutes the entire understanding between the parties, and supersedes all prior Agreements and negotiations, whether oral or written. There are no other Agreements between the parties, except as set forth in this Agreement. No supplement, modification, waiver, or termination of this Agreement shall be binding unless in writing and executed by all parties to this Agreement.

8. Assignment; Binding Effect

Neither this Agreement, nor any rights, benefits or obligations under it, may be assigned by any party to this Agreement without the prior express written consent of the other party. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon all of the parties to this Agreement and their respective executors, administrators, successors, and permitted assigns.

9. Severability

In the event any of the provisions of this Agreement are found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts.

11. Counterparts; Place of Execution

This Agreement may be executed in two or more counterparts, which shall together constitute one and the same Agreement. This Agreement has been negotiated and entered into in, and the obligations of the parties to this Agreement are to be performed entirely or primarily in, the County of *Worcester*, State of *Massachusetts*, regardless of the place of execution of any of such counterparts.

12. Alternative Dispute Resolution Attorney's Fees

In the event of any dispute arising under the terms of this Agreement, the parties agree that their sole remedy shall be binding arbitration and the prevailing party in such action shall recover that party's costs and expenses incurred in connection with the suit or action, including attorney's fees and costs of appeal, if any.

13. No Third-Party Benefit

Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

14. Injunctive Relief

Contract Partner agrees and acknowledges that a breach by Contract Partner, or any representative, agent, employee, officer, director, shareholder, partner, principal, successor, assign, member, affiliate, consultant, or professional representative or advisor of Contract Partner, of any provision of Section 6.1 of this Agreement would result in severe and irreparable injury to Company, which injury could not be adequately compensated by an award of money damages, and Contract Partner therefore agrees and acknowledges that Company shall be entitled to injunctive relief in the event of any actual, potential, or threatened breach of any provision of Section 6.1 of this Agreement, or to enjoin or prevent such a breach, including without limitation an action for specific performance of Section 6.1 of this Agreement. Contract Partner further expressly waives any requirement for Company to post a bond in connection with any of the relief specified in this Section 7.10, or, in the event such a bond is required, expressly agrees that a bond in the amount of \$[*dollar amount*] shall be sufficient.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

COMPANY

By:

[Name of authorized representative]

Its: _____

[title of office]

BUSINESS PARTNER

By:

[Name of authorized representative]

Its: _____

[title of office]