

Freelance Work Agreement

1. Agreement Description

This document is a formal agreement between the undersigned party (the “Customer”) and Anthony McNicoll (“AM”) which describes

- Work to be done for the Customer by AM, detailing any and all constraints and conditions to be met
- Delegation of legal and financial responsibility for purchases and products of work done by AM
- Compensation payable to AM from the Customer for work done, and conditions (if any) to be met prior to receiving compensation

2. Work Description & Deliverables

2.1 Intent

The Customer must provide a complete description of work assigned to AM below. AM will endeavor to fulfill any objectives described in Section 2.3 and will not be responsible for further work except by written agreement explicitly amending this document. Compensation to be received by AM for partial and/or complete work is defined in Section 2.5.

2.2 Terminology

<i>Idea</i>	Concept for a product which defines its basic function, but lacking explicitly defined geometry and/or circuitry, such that it requires further work for it to be considered a design.
<i>Design</i>	A product idea for which all functional challenges have been solved and for which there exists documentation and/or CAD files which would allow a suitably skilled individual to build a prototype of the design, without doing any design work themselves.
<i>Prototype</i>	A functional product demonstrating all functional aspects of design, typically made with technologies suited for one-off manufacturing, such as 3D printing or manual machine work.

2.3 Objectives & Deliverables

To be provided by Customer

2.4 Schedule

To be provided by Customer

2.5 Compensation

To be provided by Customer

3. Ownership, Non-Compete, Rights

Any and all ideas disclosed to AM herein or during the course of AM's employment by the Customer are considered to be of the Customer's conception. AM, when employed to deliver a design or prototype, is merely an instrument for reduction of the Customer's idea to practice and holds no rights to patents related to deliverables.

AM shall not take any position nor engage in any activity at any company, organization, etc. that is deemed to be in competition with products and services provided by the Customer which result directly from AM's employment by the Customer.

In the interest of productivity, AM reserves the right to re-use and re-purpose any such techniques, patterns, or design elements considered to be common general knowledge which are generated as a part of doing work for the Customer.

4. Non - Disclosure

It is understood that the Customer may wish to disclose trade secrets or intellectual property to AM, and that the Customer may wish for this information to remain confidential.

The Confidential Information to be disclosed can be described as and includes:

Invention description(s), technical and business information relating to proprietary ideas and inventions, ideas, patentable ideas, trade secrets, drawings and/or illustrations, patent searches, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models.

AM agrees not to disclose information which the Customer indicates is confidential unless required to do so by law, or non-disclosure is no longer required due to any of the following:

- Explicit permission given by the Customer to share all or specified aspects of information deemed confidential during AM's work on the project
- Intentional disclosure of formerly confidential information to the public by the Customer through media (website, press release, advertising)
- A provisional period of 4 years has elapsed since completion of work by AM. AM must comply with any future requests by the Customer to extend this period.

5. Signatures

We, the undersigned, agree to all the provisions listed above, and sign this document of our own free will.

Signed:

Customer Name

Customer Signature

AM's Name

AM's Signature