

## **INTELLECTUAL PROPERTY TRANSFER AGREEMENT**

### **Relationship between Freelancer and Job Owner**

Upon the acceptance of an awarded project by a Freelancer from a Job Owner, the Job Owner agrees to purchase and the Freelancer agrees to deliver the work with the following agreements:

1. this Agreement; and
2. all applicable policies and terms incorporated by reference that apply to the Site, as amended from time to time;
3. any other contractual provisions accepted by both Job Owner and Freelancer uploaded to the Site, to the extent not inconsistent with the User Agreement; and
4. the Work specifications as described on the Site, to the extent not inconsistent with the User Agreement.

### **Intellectual Property Rights**

In this Agreement, "Intellectual Property Rights" includes all copyright, trade marks, design, patent, database, trade names, business names, company names or domain names, other proprietary rights, or any rights to the grant or registration of such rights, existing anywhere in the world, whether created or in existence before or after the date of this agreement.

### **Confidentiality**

Freelancers must not use any Confidential Information assigned as part of the Project except for the benefit of the Job Owner. Freelancers must not disclose such Confidential Information to third parties. Freelancer must take reasonable steps to maintain the confidentiality and secrecy of such Confidential Information and to prevent the unauthorized use or disclosure of such Confidential Information. Any breach of these restrictions will cause irreparable harm to Job Owners and will entitle Assignee to injunctive relief in addition to all applicable legal remedies.

### **Representations and Warranties**

Freelancer represents and warrants to Job Owner that: Job Owner exclusively owns all rights, title, and interest in and to the Job Owner's Project; Job Owner has not granted and will not grant any licenses or other rights to the Project to any third party; the Project is free of any liens, encumbrances, security interests, and restrictions on transfer; to Freelancer's knowledge, the Intellectual Property that is assigned as part of the Project does not infringe Intellectual Property Rights of any third party; and there are no legal actions, investigations, claims, or proceedings pending or threatened relating to the Project.

### **Indemnification**

The Freelancer agrees to indemnify and hold the Job Owner and the Freelancer Group (as applicable) as well as our related entities, affiliates, and our and their respective officers, directors, agents and employees, harmless from and against any and all claims, demands, proceedings, losses and damages (actual, special and consequential) of every kind and nature known and unknown, including reasonable legal fees, made by any third party due to or arising out of your breach of this Agreement or your violation of any law or the rights of a third party.

**Freelancer Group is not a party**

This agreement is between Job Owner and Freelancer and for the avoidance of doubt, the Freelancer Group is not a party to this Agreement. "Freelancer Group" means Freelancer International Pty Limited (ACN 134 845 748) and its corporate affiliates.

Freelancer Group is not involved in any transactions between you and any other Users. You acknowledge and agree that the Freelancer Group will not be a party to any such dispute regarding transactions involving the Site to be obligated to take any action or refrain from taking any action toward resolving any such dispute. If you have a dispute with any other Users of the Site, you hereby release the Freelancer Group (as applicable).

**Governing Law and Jurisdiction**

This Agreement will be governed by, and construed in accordance with, the laws of New South Wales, Australia.

**Other agreements**

This Agreement is subject to all applicable policies and terms incorporated by reference that apply to the Site, as amended from time to time, in particular the User Agreement.

**Job Owner**



Party Name  
YYYY MMM DD, HH:MM:SS

**Freelancer**



Party Name  
YYYY MMM DD, HH:MM:SS