

CONSULTING-TO-HIRE AGREEMENT

This is a customizable starting template, not a finished legal document. Replace every [BRACKETED] field with your specifics, delete or adapt any clause that does not fit your deal, and have a licensed attorney in the governing jurisdiction review it before you or anyone else signs. CyberSygn is not a law firm and this template is not legal advice.

This Consulting-to-Hire Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[COMPANY LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [COMPANY ADDRESS] (the "**Company**"); and

[CONSULTANT NAME], an individual residing at [CONSULTANT ADDRESS] (the "**Consultant**").

The Company and the Consultant are each a "**Party**" and together the "**Parties**."

Recitals. The Company wishes to engage the Consultant on a trial basis to perform services as an independent contractor, with the possibility of converting the engagement into employment if both Parties agree. The Consultant wishes to perform those services and be considered for employment on the terms below. The Parties intend that, during the consulting period, the Consultant is an independent contractor and not an employee. In consideration of the mutual promises below, the Parties agree as follows.

1. Consulting Engagement

1.1 Services. During the Consulting Period (defined in Section 2), the Consultant will perform the services described in [Exhibit A / the following]: [DESCRIBE SERVICES] (the "**Services**"), with reasonable skill and care.

1.2 Independent contractor. During the Consulting Period, the Consultant is an independent contractor, not an employee. The Consultant controls the manner and means of performing the Services, is not entitled to employee benefits, and is responsible for the Consultant's own taxes. Nothing in this Agreement during the Consulting Period creates an employment, partnership, or agency relationship.

1.3 Schedule. The Consultant will perform the Services on a schedule of approximately [NUMBER] hours per [week / month], coordinated with the Company. The Consultant may perform Services for others, provided doing so does not breach this Agreement.

1.4 Company materials. The Company will provide the access, information, and materials reasonably necessary for the Consultant to perform the Services. The Consultant will use them only to perform the Services.

2. Consulting Period and Evaluation

2.1 Consulting Period. The "**Consulting Period**" begins on the Effective Date and continues for [NUMBER] [weeks / months] (the "**Trial Term**"), unless extended by written agreement or terminated earlier under Section 7.

2.2 Evaluation. The Consulting Period is a mutual evaluation. The Company will assess the Consultant's work, fit, and performance, and the Consultant will assess the role and the Company. Neither Party is obligated to proceed to employment.

2.3 **No promise of employment.** Nothing in this Agreement guarantees or promises the Consultant employment, a conversion offer, or any minimum term. Any offer of employment is at the Company's discretion and subject to Section 3.

3. Conversion to Employment

3.1 **Conversion option.** At or before the end of the Consulting Period, the Company may offer the Consultant employment by delivering a written offer (an "**Offer Letter**") describing the position, compensation, and start date. The Consultant may accept or decline.

3.2 **At-will employment.** Any resulting employment will be **at-will** unless the Offer Letter states otherwise in writing, meaning either Party may end the employment at any time, with or without cause or notice, subject to applicable law.

3.3 **Superseding terms.** If the Consultant accepts employment, the Offer Letter and the Company's standard employee agreements (including any confidentiality and invention-assignment agreement) will govern the employment relationship from the start date, and the consulting arrangement in this Agreement ends as of that date, except for provisions that survive under Section 7.4.

3.4 **Credit for trial work.** Unless the Offer Letter states otherwise, the Consulting Period does not count toward employment tenure, benefit eligibility, or vesting, except as required by applicable law.

4. Compensation

4.1 **Consulting fees.** The Company will pay the Consultant **[AMOUNT] per [hour / day / month]** for Services performed during the Consulting Period, invoiced **[weekly / monthly]** and paid within **[NUMBER, e.g. 15]** days of the invoice date.

4.2 **Expenses.** The Company will reimburse the Consultant for reasonable, pre-approved, documented out-of-pocket expenses incurred in performing the Services.

4.3 **Taxes.** During the Consulting Period, the Consultant is responsible for all self-employment and income taxes. The Company will issue any tax forms required by applicable law and will not withhold taxes from consulting fees.

5. Confidentiality

5.1 **Confidential Information.** "**Confidential Information**" means non-public information the Consultant learns from or about the Company, including business plans, financial data, product information, customer and employee information, and technical information, whether or not marked confidential.

5.2 **Obligations.** The Consultant will hold Confidential Information in confidence, use it only to perform the Services, and not disclose it to any third party, during and after the term, until it ceases to be confidential through no fault of the Consultant.

5.3 **Return.** On the Company's request or on termination, the Consultant will return or destroy Confidential Information in the Consultant's possession, except copies retained in routine backups or as required by law.

6. Intellectual Property

6.1 **Assignment.** The Consultant assigns to the Company all right, title, and interest in any inventions, work product, and materials the Consultant creates within the scope of the Services ("**Work Product**"), and will assist the Company, at the Company's expense, to perfect those rights.

6.2 Work made for hire. To the extent the Work Product qualifies as a "work made for hire" under applicable copyright law, it is deemed such, owned by the Company; to the extent it does not, the Consultant assigns it under Section 6.1.

6.3 Pre-existing materials. The Consultant retains ownership of materials the Consultant owned before this Agreement or developed independently. To the extent incorporated into Work Product, the Consultant grants the Company a non-exclusive, perpetual, royalty-free license to use them as part of the Work Product.

7. Termination

7.1 Termination for convenience. Either Party may terminate the consulting engagement at any time, with or without cause, on **[NUMBER, e.g. 7]** days' written notice.

7.2 Termination for cause. Either Party may terminate immediately on written notice if the other Party materially breaches and fails to cure within **[NUMBER]** days after written notice describing the breach.

7.3 Effect of termination. On termination, the Company will pay the Consultant for Services performed and approved expenses incurred through the termination date. The Consultant will return Company property and Confidential Information.

7.4 Survival. Sections 5, 6, 8, and 9, and any accrued payment obligations, survive termination. If the Parties proceed to employment, the consulting confidentiality and IP terms remain effective for the Consulting Period work and are supplemented (not replaced) by the employment agreements.

8. Limitation of Liability

8.1 No indirect damages. Neither Party is liable for indirect, incidental, special, consequential, or punitive damages arising out of this Agreement, even if advised of the possibility, except for breaches of confidentiality, violations of law, or willful misconduct.

8.2 Cap. To the fullest extent permitted by law, each Party's total aggregate liability arising out of the consulting engagement will not exceed the total consulting fees paid or payable under this Agreement, except for the excluded matters in Section 8.1.

9. General Provisions

9.1 Governing law and venue. This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in **[COUNTY, STATE]**.

9.2 Assignment. The Consultant may not assign this Agreement. The Company may assign it to a successor in connection with a merger, acquisition, or sale of substantially all assets.

9.3 Notices. Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

9.4 Entire agreement; amendment. This Agreement is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

9.5 Severability and waiver. If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.6 Counterparts and electronic signature. This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

COMPANY

CONSULTANT

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE]**

Title: N/A

Date: _____

Date: _____

Template provided by CyberSygn. Not legal advice. CyberSygn is not a law firm. Consult a licensed attorney in your jurisdiction before relying on this document.