Open Retrospective Compensation Agreement

Thank you, _____ (“**You**” or “**Contributor**”), for your participation in _____, an open source project (“**Project**”). In recognition of Your prior contributions of _____ (“**Value**”) to the Project, the company identified below wishes to pay You certain Payment(s) from the _____ (“**Contributor Fund**”) as set forth in this Open Retrospective Compensation Agreement (“**Agreement**”).

1. **Payment**. Company will pay You the following payments (“**Payments**”) in _____ currency:

   _____ or __ % of Contributor Fund for Q_ of 202_
   _____ or __ % of Contributor Fund for Q_ of 202_
   _____ or __ % of Contributor Fund for Q_ of 202_
   _____ or __ % of Contributor Fund for Q_ of 202_

   The parties agree that (a) Company is not obligated to enter into this Agreement, and other than its voluntary commitment to make Payments hereunder in connection with the material benefit derived from the Value, it is under no obligation to make any payment to Contributor with respect to the Project; and (b) the Payments are solely in connection with prior contributions, and in no way obligate or restrict Contributor with respect to any future contributions.

2. **Duration**. After Payments are made, Company may, in its sole discretion, renew Your Payments. The Payments for any renewal may be adjusted by Company, in which case Company will notify You of the updated terms at the contact information You have provided. You may terminate this Agreement at any time by notifying Company.

3. **Contributor Fund**. The Contributor Fund will be in an amount and for a given time period to be determined by Company, to reward Contributors for their contributions. With each Payment, Company will provide You in reasonable detail the basis for the calculation of Your Payment. If in a given quarter the sum of all percentages allocated to contributors exceeds 100%, Your percentage may be reduced on a pro rata basis.

4. **Disclosure**. Once per quarter, Company will, and You hereby authorize Company to, publicly disclose (a) the Contributor Fund name and balance; and (b) the Value and Payments made from the Contributor Fund during the preceding quarter, including the beneficiaries and amounts paid. You may publicly disclose the same.

5. **Payment Terms**. Following the end of each calendar quarter, Company will make the applicable Payment for that quarter. You will provide Company payment information reasonably necessary for Company to make the Payment, and if You fail to do so, any Payment that cannot be made within 6 months after the end of a quarter will no longer be due. You represent that You are able to accept Payment without violating law or any contractual obligations You may be under. Company will not be obligated to make any Payment if (a) doing so would be unlawful or (b) You engage in misrepresentation or harmful behavior with respect to the Project, Company, or open source community.

6. **Miscellaneous Terms**. COMPANY WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR OTHER INDIRECT DAMAGES ARISING FROM THIS AGREEMENT. You are not an employee, independent contractor, or service provider of Company. Any disputes regarding this Agreement will be subject to the exclusive jurisdiction of courts located in Company’s place of domicile (which in the US will mean the state, federal district, or municipal court of its place of domicile). Before bringing any claim, You and Company must first use reasonable attempts to settle the dispute.

AGREED as of _____, 202_

_____ (“**Company**”)
(*Name of Company*)

_____
NAME _____
TITLE _____

Contributor

_____
NAME _____
TITLE _____

You have permission to copy and distribute modified or unmodified copies of this ORCA form, but if you make any change to the form (other than filling in party names and payment amounts), you must not use the ORCA or Open Retrospective Compensation Agreement name.