

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made and effective [DATE]

BETWEEN:

[COMPANY NAME] , [COMPLETE ADDRESS, REGISTRATION NUMBER]
("Company")

AND:

[INDEPENDENT CONTRACTOR NAME] (the "Independent Contractor"), [COMPLETE ADDRESS]

RECITAL:

Independent Contractor is engaged in providing **(complete type of services)**. Independent Contractor has complied with all Local and Federal laws regarding business permits, sales permits, licenses, reporting requirements, tax withholding requirements, and other legal requirements of any kind that may be required to carry out said business and the Scope of Work which is to be performed as an Independent Contractor pursuant to this Agreement.

Independent Contractor is or remains open to conducting similar tasks or activities for clients other than COMPANY and holds themselves out to the public to be a separate business entity.

COMPANY desires to contract for the services of the Independent Contractor to perform certain tasks as set forth below. Independent Contractor desires to enter into this Agreement and perform as an

independent contractor for COMPANY and is willing to do so on the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

1. **PURPOSE**

The purpose of this Agreement is for the Contractor to act as **(Complete Role/Title)**. Your main point of contact will be **(Name/Title)**

Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Company. However, the Contractor will be responsive to the reasonable needs and concerns of COMPANY.

Except as otherwise provided in this Agreement, the Contractor will provide at the Contractor's own expenses, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the services in accordance with the Agreement.

2. **TERMS**

This Agreement shall be effective commencing **(Complete date)** until **(Complete date)**, or continue until terminated by either Party subject to a 30 days prior notice. Any representation to the contrary is unauthorized and not valid unless obtained in writing and signed by the Company. It is acknowledged that this relationship may terminate at any time, with or without good cause or for any or no cause, at the option either of COMPANY or Contractor.

3. **STATUS OF INDEPENDENT CONTRACTOR**

This Agreement does not constitute a hiring by either party. It is the parties' intentions that Independent Contractor shall have an independent contractor status and not be an employee for any purposes. Independent Contractor shall retain sole and a complete discretion in the manner and means

of carrying out their activities and responsibilities under this Agreement. This Agreement shall not be considered or construed to be a partnership or joint venture, and COMPANY shall not be liable for any obligations incurred by Independent Contractor unless specifically authorized in writing. Independent Contractor shall not act as an agent of COMPANY, ostensibly or otherwise, nor bind COMPANY in any manner, unless specifically authorized to do so in writing.

4. PRIOR NEGOTIATIONS AND OTHER AGREEMENTS

This Agreement supersedes all prior representations or agreements whether oral or written between the Parties relating to the subject matter hereof.

5. TASKS, DUTIES, AND SCOPE OF WORK

5.1. The Services shall be provided from Contractor office location, **which is currently, (address)**

5.2. Throughout the term of this agreement, the Contractor shall, when required, give to COMPANY such written or oral advice or information regarding any of the Services as stipulated as part of his/her duties.

6. COMPENSATION

6.1. The Contractor warrants and represents to COMPANY that the Contractor is an independent contractor and, as such, bears sole responsibility for the payment of tax, insurances and pension contributions in the country, which may be found due from it in relation to any payments or arrangements made under this Agreement.

6.2. Subject to the Contractor's submission of an invoice, COMPANY will pay fees on or around day XX of the month of each month direct into bank account name by Contractor.

6.3. All invoices should be made out to COMPANY for the attention of the Accounts Department.

6.4. The fees payable are deemed to cover all costs of whatsoever nature that the Contractor may incur except those otherwise specifically provided for.

6.5. Independent Contractor recognizes and understands that it will receive a **[SPECIFY TAX]** statement and related tax statements, and will be required to file corporate and/or individual tax returns and to pay taxes in accordance with all provisions of applicable Federal and State law. Independent Contractor hereby promises and agrees to indemnify COMPANY for any damages or expenses, including attorney's fees, and legal expenses, incurred by COMPANY as a result of independent contractor's failure to make such required payments.

7. AGREEMENT TO WAIVE RIGHTS TO BENEFITS

7.1. Independent Contractor hereby waives and forgoes the right to receive any benefits given by COMPANY to its regular employees, including, but not limited to, health benefits, vacation and sick leave benefits, profit sharing plans, etc. This waiver is applicable to all non-salary benefits which might otherwise be found to accrue to the Independent Contractor by virtue of their services to COMPANY, and is effective for the entire duration of Independent Contractor's Agreement with the Company. This waiver is effective independently of Independent Contractor's status as adjudged for taxation purposes or for any other purpose.

7.2. Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by either party without the consent of the other.

8. TERMINATION

This Agreement may be terminated prior to the completion or achievement of the Scope of Work by either party giving 30 days written notice. Such termination shall not prejudice any other remedy to which the terminating party may be entitled, either by law, in equity, or under this Agreement.

Payments due under this Agreement shall be made up to the date of termination only, plus any business expenses. No other payments will be due;

COMPANY shall require the Contractor to deliver up all working papers, computer, drives, USB or other material together with any copies relating to the business of COMPANY or prepared by the Contractor in connection with this Agreement and;

All other reports due as at the date of termination shall be submitted immediately.

9. INSURANCE

COMPANY shall not be responsible for providing any insurance cover and the Contractor shall be responsible for arranging any cover that may be required for the performance of this Agreement.

10. NON-DISCLOSURE OF TRADE SECRETS, COPYRIGHT, CUSTOMER LISTS AND OTHER PROPRIETARY INFORMATION

10.1. Independent Contractor agrees not to disclose or communicate, in any manner, either during or after Independent Contractor's Agreement with COMPANY, information about the Company, its operations, clientele, or any other information, that relate to the business of COMPANY including, but not limited to, the names of its customers, its marketing strategies, operations, legal, financial, commercial or any other information of any kind which would be deemed confidential, a trade secret, a customer list, or other form of proprietary information of COMPANY. Independent Contractor acknowledges that the above information is material and confidential and that it affects the profitability of COMPANY.

10.2. Independent Contractor understands that any breach of this provision, or that of any other Confidentiality and Non-Disclosure Agreement, is a material breach of this Agreement. To the extent Independent Contractor feels they need to disclose confidential information, they may do so only after obtaining written authorization from COMPANY.

11. NON-SOLICITATION

Independent Contractors shall not, during the Agreement and for a period of one (1) year immediately following termination of this Agreement, either directly or indirectly, call on, solicit, or take away, or attempt to call on, solicit, or take away, any of the customers or clients of COMPANY on whom Independent Contractor called or became acquainted with during the terms of this Agreement, either for their own benefit, or for the benefit of any other person, firm, corporation or organization.

12. NON-COMPETITION

For a period **twelve (12) months** following termination of this Agreement, the Contractor shall not, directly or indirectly, through services to any partnership of which Contractor is a partner or employee or through any corporation or other entity in which Contractor has any interest or by whom is employed, compete with COMPANY or any of its affiliates or subsidiaries in (SPECIFY COUNTRY) in any activity in which COMPANY or its affiliates or subsidiaries may have been engaged within **twelve (12) months** prior to the termination of this Agreement.

13. EXPENSE ACCOUNTS

Independent Contractor and COMPANY agree to maintain separate accounts in regards to all expenses related to performing the Scope of Work. Independent Contractor is solely responsible for payment of expenses incurred pursuant to this Agreement unless provided otherwise in writing by COMPANY. Independent Contractor agrees to execute and deliver any agreements and documents prepared by COMPANY and to do all other lawful acts required to establish documents and protect such rights.

14. INTELLECTUAL PROPERTY

Independent Contractor agrees that the Scope of Work, all tasks, duties, results, inventions and intellectual property developed or performed pursuant to this Agreement are considered "intellectual property" and that the results of said work is by virtue of this Agreement assigned to COMPANY and shall be the sole property of COMPANY for all purposes, including, but not limited to, copyright, trademark, service mark, patent, and trade secret laws.

15. LEGAL COMPLIANCE

Independent Contractor is encouraged to treat all COMPANY's employees, customers, clients, business partners and other affiliates with respect and responsibility. Independent Contractor is required to comply with all laws, ethical codes and COMPANY's policies, procedures, rules or regulations, including those forbidding sex harassment, discrimination, and unfair business practices.

16. LICENSING, WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE

Independent Contractor agrees to immediately supply COMPANY with proof of any licensing status required to perform the Scope of Work pursuant to this Agreement, Workers' Compensation Coverage where required by law and general liability insurance (including malpractice insurance, if warranted), upon request of COMPANY.

17. NOTICES

Any notice to be given hereunder by any party to the other may be affected either by email, or personal delivery in writing, or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraphs of this Agreement, but each party may change their address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of five (5) days after mailing. Independent Contractor agrees to keep COMPANY current as to their business and mailing addresses, as well as telephone, facsimile, email and pager numbers.

18. GOVERNING LAW

This Agreement shall be governed by, and construed under, the laws of (SPECIFY GOVERNING LAW).

19. MEDIATION AND ARBITRATION

Any controversy between the parties to this Agreement involving the construction or application of any of the terms, provisions, or conditions of this Agreement, shall on written request of either party served on the other, be submitted first to mediation and then if still unresolved to binding arbitration. Said mediation or binding arbitration shall comply with and be governed by the provisions of the XX Laws unless the Parties stipulate otherwise. The parties shall each appoint one person to hear and determine the dispute and, if they are unable to agree, then the two persons so chosen shall select a third impartial arbitrator whose decision shall be final and conclusive upon both parties.

20. ATTORNEY'S FEES AND COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements incurred both before or after judgment in addition to any other relief to which such party may be entitled.

21. REPRESENTATION

Each party of this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party hereto, or anyone acting on behalf of any party hereto, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing, signed and dated by all parties hereto.

22. INDEMNIFICATION

Independent Contractor shall defend, indemnify, hold harmless, and insure COMPANY from any and all damages expenses or liability resulting from or arising out of, any negligence or misconduct on Independent Contractor's part, or from any breach or default of this Agreement which is caused or occasioned by the acts of Independent Contractor.

23. CONTAINMENT OF ENTIRE AGREEMENT

This Agreement is an independent document and supersedes any and all other Agreements, either oral or in writing, between the parties hereto, except any Confidentiality, Trade Secret, Non-Compete, Non-Disclosure, Indemnification or Arbitration Agreement. This Agreement contains all of the covenants and Agreements between the parties, except for those set forth in any Confidentiality, Trade Secret, Non-Compete, Non-Disclosure, or Arbitration Agreement.

24. PARTIAL INVALIDITY

If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way. This Agreement shall not be terminated by the merger or consolidation of COMPANY into or with any other entity.

{Signature Page to follow}

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

COMPANY

Authorized Signature

Print Name and Title

Contractor

Authorized Signature

Print Name and Title
