

XXXX

INDEPENDENT CONTRACTOR AGREEMENT

Consultant Name: XXXX

Start Date: XXXX

This Independent Contractor Agreement (this "Agreement") is made as of XXXX, (the "Effective Date") by and between:

XXXX

located at XXXX ("Client")

and

XXXX

located at XXXX ("Independent Contractor" or "Contractor"), registered at XXXX.

Client and Independent Contractor may each be referred to as a "Party" and collectively as the "Parties."

1. **Services.** Independent Contractor shall provide [SERVICES]. In addition, Independent Contractor shall perform such other duties and tasks, or changes to the Services, as may be agreed upon by the Parties.
2. **Compensation.** In consideration for Independent Contractor's performance of the Services, Client shall pay Independent Contractor following the schedule in Annex 1.
3. **Expenses.** Unless otherwise agreed upon in writing by Client, all costs and expenses incurred by Independent Contractor in connection with the performance of the Services shall be the sole responsibility of and paid by Independent Contractor. However, Client agrees to reimburse Independent Contractor for reasonable and necessary business travel expenses, if business travel occur, including transportation, lodging, and meals, that have been pre-approved by Client in writing. In addition, Client may pre-approve other expenses in writing that will be reimbursed by Client.
4. **Term.** Independent Contractor's engagement with Client under this Agreement shall commence on XXXX.
5. **Termination.** Either Party may terminate this Contract upon providing XXXX days' written notice to the other Party. In the event of termination, the Client will be responsible for payment of all Services performed up to the date of termination, including commissions due on booked Sales up to the end of the notice period, except in the case of the Independent Contractor's breach of this Contract, where the Independent Contractor fails to cure such breach upon reasonable notice. Upon termination of the Contract, the Independent Contractor shall return all the Client's content, materials, and all Work Product to the Client at its earliest convenience, but in no event beyond thirty (30) days after the date of termination.

- 6. Independent Contractor.** The Parties agree and acknowledge that Independent Contractor is an independent contractor and is not, for any purpose, an employee of Client. Independent Contractor does not have any authority to enter into agreements or contracts on behalf of Client, and shall not represent that it possesses any such authority. Independent Contractor shall not be entitled to any of Client's benefits, including, but not limited to, coverage under medical, dental, retirement or other plans. Client shall not be obligated to pay worker's compensation insurance, unemployment compensation, social security tax, withholding tax or other taxes or withholdings for or on behalf of the Independent Contractor in connection with the performance of the Services under this Agreement. Nothing contained in this Agreement shall be deemed or construed by the Parties to create the relationship of a partnership, a joint venture or any other fiduciary relationship.
- 7. No Time Commitment:** The Contractor shall have no obligation to devote a specific amount of time to the performance of the Services under this Agreement. The Contractor shall have the right to perform the Services at such times and in such manner as the Contractor determines in its sole discretion, provided that the Services are completed in accordance with the specifications set forth in this Agreement.
- 8. Confidentiality.** The Independent Contractor acknowledges that in the course of performing services for the Client, they may have access to confidential information, including but not limited to business plans, financial information, customer lists, and trade secrets. The Independent Contractor agrees to keep all such information confidential and not to disclose or use any such information for their benefit or for the benefit of any third party, without the prior written consent of the Client.
- The Independent Contractor agrees to take all reasonable precautions to protect the confidentiality of such information, including but not limited to limiting access to such information, not making any copies of such information without the Client's consent, and using reasonable care in the storage and disposal of any materials containing such information.
- The Independent Contractor agrees to notify the Client immediately in the event of any actual or suspected breach of this clause and to take all necessary steps to mitigate any damage resulting from such breach.
- This clause shall survive the termination of this agreement and the Independent Contractor's relationship with the Client.
- 9. Ownership of Work Product.** The Parties agree that all work product, information or other materials created and developed by Independent Contractor specific to the performance of the Services under this Agreement and any resulting intellectual property rights (collectively, the "Work Product") are the sole and exclusive property of Client.
- 10. Non-Solicit.** Independent Contractor agrees and covenants that for a period of 3 months following the termination of this Agreement, Independent Contractor will not, directly or indirectly, solicit any officer, director or employee, or any customer, client, supplier or vendor of Client for the purpose of inducing such party to terminate its relationship with Client in favor of Independent Contractor or another business directly or indirectly in competition with Client.

- 11. Mutual Representations and Warranties.** Both Client and Independent Contractor represent and warrant that each Party has full power, authority and right to execute and deliver this Agreement, has full power and authority to perform its obligations under this Agreement, and has taken all necessary action to authorize the execution and delivery of this Agreement. No other consents are necessary to enter into or perform this Agreement.
- 12. Independent Contractor Representation and Warranties.** Independent Contractor represents and warrants that it has all the necessary licenses, permits and registrations, if any, required to perform the Services under this Agreement in accordance with applicable federal, state and local laws, rules and regulations and that it will perform the Services according to the Client's guidelines and specifications and with the standard of care prevailing in the industry.
- 13. Governing Law.** The terms of this Agreement and the rights of the Parties hereto shall be governed exclusively by the laws of XXXX, without regarding its conflicts of law provisions.
- 14. Disputes.** Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.
- 15. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
- 16. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, understandings and agreements of the Parties.
- 17. Amendments.** No supplement, modification or amendment of this Agreement will be binding unless executed in writing by both of the Parties.
- 18. Notices.** Any notice or other communication given or made to either Party under this Agreement shall be in writing and delivered by email.
- 19. Waiver.** Neither Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by either Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any subsequent or other breach or violation.
- 20. Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first written above.

Client Signature

Client Full Name

Independent Contractor Signature

Independent Contractor Full Name

XXXX

INDEPENDENT CONTRACTOR AGREEMENT

Consultant Name: XXXX

Effective Date: XXXX

Annex 1

Compensation Plan

In consideration for Independent Contractor's performance of the Services, Client shall pay Independent Contractor:

XXXX

Invoicing:

XXXX