

THIS INDEPENDENT CONTRACTOR AGREEMENT is entered into on

BETWEEN

(1) whose principal place of business is at (the **Contractor**)

(2) whose principal place of business is at (the **Customer**)

WHEREAS

The parties agree that the Job shall be carried out in accordance with and subject to this Agreement hereto.

It is agreed as follows:

1. Interpretation

Definitions

Agreement means any agreement made subject to the terms and conditions below;

Job means to be carried out by the Contractor;

Completion Date means or as may otherwise be agreed between the Customer and the Contractor (including any extended date for completion fixed hereunder);

Agreement Price means .

2. Contractor's obligations

2.1 The Contractor shall with due care and diligence and in a good and professional manner carry out the Job with good quality and high standard output consistent with generally recognised industry standards and good commercial practice.

2.2 The Contractor shall also comply with any instructions or variations issued by the Customer (or any authorised representative of the Customer) in relation to the Job.

2.3 The Contractor shall comply with, and give all notices required by, any statute, any statutory instrument, rule or order or any regulation or bylaws applicable to the Job.

3. Completion of the work

3.1 The Job shall be completed by the Completion Date. If it becomes apparent that the Job will not be completed by the Completion Date for good reason, then the Customer may grant such an extension of the time for completion as it thinks fair and reasonable to take account of the reasons for the delay.

3.2 If the Job is not completed by the Completion Date, then the Customer shall be entitled to liquidated damages at the rate of per week (if any) specified in the Agreement for every week or

part of a week during which the Job remains uncompleted.

3.3 None of the parties shall be liable for any failure or delay in performing any of its obligations under or pursuant to this Agreement if such failure or delay is due to any cause whatsoever outside their reasonable control, and they shall be entitled to a reasonable extension of the time for performing such obligations as a result of such cause.

4. Warranties from Contractor

4.1 Any quality issue of the work product which appears within months of completion of the Job and are due to materials or workmanship not of the correct standard shall promptly be made good by the Contractor at its own expense.

4.2 Contractor warrants to the Customer that it has secured all licenses and bonds necessary for the performance of the Services and that the Services will be performed in a manner in accordance with ordinary business custom and usage and any statutes, regulations, ordinances or contracts applicable to the Services.

4.3 Contractor warrants that neither the performance of its duties under this Agreement, nor any deliverable or the use thereof, will infringe any patent, copyright, trade secret or other proprietary rights of any third party. Contractor warrants that no deliverable shall contain any material owned by any third party, except as disclosed to the Customer in writing prior to Contractor's incorporating such material into any deliverable, and that as to any such material, Contractor shall have all rights necessary to provide to the Customer the full, unrestricted benefits to such material as incorporated into the deliverable, including without limitation the right to use, market, distribute, license and copy, and to provide such rights to others.

5. Assignment

The Contractor shall not assign the Agreement or sub-contract the performance thereof without the prior written consent of the Customer.

6. Conflict of Interest and Non-solicitation

6.1 The Contractor shall not, during the term of this Agreement shall not become, a party to any agreement or subject to any obligation which would impede or prohibit its proper execution and observance of this Agreement.

6.2 During the term of this Agreement and for 24 months thereafter, the Contractor will not, directly or indirectly, recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any of the Customer's Clients.

6.3 The Contractor is free to provide services to other clients, so long as such other clients are not in competition with the Company and so long as there is no interference with the Contractor's contractual obligations to the Company.

7. No Modification Unless in Writing

No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

8. Payment

8.1 The Customer shall pay half of the Agreement Price to the Contractor within days of this Agreement and the remaining half of the Agreement Price within of completion of the Job.

8.2 Payment will be due on the latter of the Payment Date or 7 days after the receipt of the invoice. A late charge of 3% per month on the outstanding amount will be added to any invoice not paid on time.

8.3 From time to time throughout the duration of this Service Agreement, the Contractor may incur certain expenses that are not included as part of the Fee for the Services to this Agreement.

8.4 The Contractor agrees to keep an exact record of any and all expenses acquired while performing the Services. The Contractor will submit an invoice itemising each expense, along with proof of purchase and receipt, with the invoice.

8.5 If any expense is over , the Contractor agrees to obtain the Customer's written consent before incurring the expense.

8.6 The Customer shall notify the Contractor in writing of any dispute with an invoice along with any substantiating documentation or a reasonably detailed description of the dispute within 10 Business Days from the date of the Customer's receipt of such invoice subject to dispute.

8.7 The Contractor, at their own expense, shall furnish their own supplies and equipment necessary to deliver and complete the Services as defined under this Agreement unless otherwise agreed upon by the parties. Should the Customer not furnish the agreed upon supplies, the Customer understands they will be responsible for reimbursing the Contractor for all expenses incurred.

9. Independent Contractor

9.1 The Contractor agrees that as an independent contractor, the Contractor will not be qualified to participate in or to receive any employee benefits that the Company may extend to its employees.

9.2 The Contractor has no authority to and will not exercise or hold itself out as having any authority to enter into or conclude any contract or to undertake any commitment or obligation for, in the name of or on behalf of the Company.

10. Contractor Responsibility for Personnel

All personnel used by the Contractor shall be deemed employees or subcontractors of Contractor and will not be considered employees, agents or subcontractors of the Customer for any purpose whatsoever. Contractor assumes full responsibility for the actions of all such personnel while performing Services and for the payment of their compensation (including, if

applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes), workers' compensation, disability benefits and the like to the extent applicable to the personnel involved. Notwithstanding and without in any way limiting any terms and conditions set forth in this Agreement, all subcontractors of the Contractor shall be deemed to have made all of the representations and warranties of Contractor set forth herein and shall be subject to any and all obligations of Contractor hereunder, and, if requested by the Customer, the Contractor shall obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. The Contractor shall be responsible for any breach by any subcontractor of any representations, warranties or obligations set forth in this Agreement.

11. Rights in Work Product

As between the Customer and Contractor, all computer software programs and documentation, algorithms, program code, any inventions and ideas, written material or other property, tangible or intangible, arising out of or resulting from the performance of this Agreement, whether developed by Contractor, Contractor's employees, subcontractors or otherwise, and all proprietary rights thereto, including copyright rights therein, (the "**Work Product**") shall be jointly owned by both the Contractor and the Customer.

12. Confidentiality

As between the Customer and Contractor, any and all computer programs, program code, specifications, drawings, sketches, models, samples, data, algorithms, or other technical or business information furnished or disclosed to Contractor hereunder, including any and all related documentation (all of the foregoing hereinafter referred to collectively as "Confidential Information") shall be deemed the property of the Customer. Unless such Confidential Information was previously known to Contractor free of any obligation to keep it confidential, or has been or is subsequently made public by the Customer or a third party which had the right to do so, it shall be held in confidence by Contractor, shall be used only for the purposes of performing the Services and may be used for other purposes only upon such terms and conditions as may be mutually agreed upon by both parties hereto in writing.

13. Termination

13.1 Either party may by notice in writing forthwith terminate the Agreement if the other party becomes bankrupt or makes any composition or arrangement with his creditors or has a winding-up order made or (except for the purposes of reconstruction) a resolution for voluntary winding up is passed or a receiver or manager of its business or undertaking is duly appointed or possession is taken by or on behalf of any creditor of any property the subject of a charge.

13.2 The Customer may also terminate the Agreement by notice in writing to the Contractor if the Contractor without reasonable cause fails to proceed diligently with the Job or wholly suspends the carrying out of the Job before completion. The right of termination shall be without prejudice to any other rights or remedies which the Customer may possess.

13.3 In the event of termination, the Contractor shall immediately give up possession of the site of the Job and deliver any copies of any drawings or plans prepared or held by the Contractor for the purpose of the Job. The Customer shall have no further liability to pay any sums to the Contractor save for such fair and reasonable sum to compensate for the value of the Job which has been completed at the date of termination.

14. No Rights under Contracts (Rights of Third Parties) Ordinance

A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Ordinance to enforce any of its terms.

15. Dispute Resolution

The parties shall use all reasonable endeavours to resolve any dispute amicably and in good faith.

16. Notices and service

16.1 Any notice so served by hand, e-mail or post shall be deemed to have been duly given:

- a. in the case of delivery by hand, when delivered;
- b. in the case of fax or electronic mail on a Business Day prior to 5.00 pm, at the time of receipt ;
- c. in the case of prepaid recorded delivery, special delivery or registered post, at 10am on the second Business Day following the date of posting

provided that in each case where delivery by hand or by e-mail occurs after 5pm on a Business Day or on a day which is not a Business Day, service shall be deemed to occur at 9am on the next following Business Day. References to time in this clause are to local time in the country of the addressee.

16.2 The addresses of the parties for the purpose of clause 16.1 are as follows:

Contractor

Address:

E-mail:

For the attention of:

Customer

Address:

E-mail:

For the attention of:

As witness this Agreement has been signed by the duly authorised representatives of the Parties the day and year first before written.

