Freelance contract

The Client:

1.   Client company, _____

         Name,_____

         Phone._____

         Address, _____,_____,_____

         Will be named [client],

And Freelancer

2.   Freelancer company, _____

         Name,_____

         Phone._____

         Address, _____,_____,_____

         Will be named [freelancer],

This letter sets out the terms on which you have been engaged by the Freelancer in relation to the Project and the following conditions will apply during your engagement by the Freelancer.

Article 1 - Description of services

The client gives the following task to the freelancer which includes;

Article 1.2 - Time arrangement

The freelancer shall start his work at the following date: _____ and will be finished by _____.

Article 2 - Pricing and rates

1. The freelancer receives from the £ _____ exc VAT for completing the described service.

2. Other costs will be listed on the invoice after this has been agreed by both parties.

Article 2.2 - Other rates

1. When extra time is needed for the given service, there has to be given a written agreement by the Client.

2. In the case of sickness or other cases in which the freelancer can't continue the work for the client, the freelancer has to find another freelancer which can complete the described service. When this is not possible, other arrangements will be discussed by both parties.

Article 3 - Deliverables

The ownership of the work created remains with the Freelancer. Client obtains an exclusive right of use after full payment of the agreed fee and the costs incurred.

Article 4 - Payment Terms and Schedule

Payment will happen after the described service has been completed. Outstanding balance will be payable by Direct Transfer or PayPal.

Article 5 - Terms and conditions

This Freelance Contract is governed by the terms and conditions detailed below the signature lines.

Signature client: **Signature freelancer:**

_____   _____

Freelance Contract Terms and Conditions

I. Intellectual Property Rights
1. *Ownership of Deliverables.* Subject to Freelancer and third party rights in Pre-Existing Intellectual Property, all Deliverables, whether complete or in progress, and all Intellectual Property Rights related thereto shall belong to client, and Freelancer hereby assigns such rights to client. Freelancer agrees that client will own all patents, inventor's certificates, utility models or other rights, copyrights or trade secrets covering the Deliverables and will have full rights to use the Deliverables without claim on the part of Freelancer for additional compensation and without challenge, opposition or interference by Freelancer and Freelancer will, and will cause each of its Personnel to, waive their respective moral rights therein. Freelancer will sign any necessary documents and will otherwise assist client in securing, maintaining and defending copyrights or other rights to protect the Deliverables in any country.
2. *No Rights to client Intellectual Property.* Except for the limited license to use materials provided by client as may be necessary in order for Freelancer to perform Services under this Contract, Freelancer is granted no right, title, or interest in any client Intellectual Property.

II. Confidentiality
1. *Confidential Information.* For purposes of this Contract, "Confidential Information" shall mean information or material proprietary to a Party or designated as confidential by such Party (the "Disclosing Party"), as well as information about which a Party (the "Receiving Party") obtains knowledge or access, through or as a result of this Contract (including information conceived, originated, discovered or developed in whole or in part by Freelancer hereunder). Confidential Information does not include: a) information that is or becomes publicly known without restriction and without breach of this Contract or that is generally employed by the trade at or after the time the Receiving Party first learns of such information; b) generic information or knowledge which the Receiving Party would have learned in the course of similar employment or work elsewhere in the trade; c) information the Receiving Party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; d) information the Receiving Party rightfully knew prior to receiving such information from the Disclosing Party to the extent such knowledge was not subject to restrictions on further disclosure; or (e) information the Receiving Party develops independently of any information originating from the Disclosing Party.
2. *client Confidential Information.* The following constitute Confidential Information of client and should not be disclosed to third parties: the

Deliverables, discoveries, ideas, concepts, software in various stages of development, designs, drawings, specifications, techniques, models, data, source code, source files and documentation, object code, documentation, diagrams, flow charts, research, development, processes, procedures, "know-how", marketing techniques and materials, marketing and development plans, client names and other information related to clients, price lists, pricing policies and financial information, this Contract and the existence of this Contract, and any work assignments authorized or issued under this Contract. Freelancer will not use client's name, likeness, or logo (client's "Identity"), without client's prior written consent, to include use or reference to client's Identity, directly or indirectly, in conjunction with any other clients or potential clients, any client lists, advertisements, news releases or releases to any professional or trade publications.

3. *Non-Disclosure.* The Parties hereby agree that during the term hereof and at all times thereafter, and except as specifically permitted herein or in a separate writing signed by the Disclosing Party, the Receiving Party shall not use, commercialize or disclose Confidential Information to any person or entity. Upon termination, or at any time upon the request of the Disclosing Party, the Receiving Party shall return to the Disclosing Party all Confidential Information, including all notes, data, reference materials, sketches, drawings, memorandums, documentation, and records which in any way incorporate Confidential Information.

4. *Right to Disclose.* With respect to any information, knowledge, or data disclosed to client by the Freelancer, the Freelancer warrants that the Freelancer has full and unrestricted right to disclose the same without incurring legal liability to others, and that client shall have full and unrestricted right to use and publish the same as it may see fit. Any restrictions on client's use of any information, knowledge, or data disclosed by Freelancer must be made known to client as soon as practicable and in any event, agreed upon before the start of any work.

III. Termination
Rights to Terminate.

a. client may terminate this Contract and/or an individual project for its convenience, without liability at any time, upon prior written notice to Freelancer.

b. Freelancer may terminate this Contract upon thirty days prior written notice provided there are no open projects at the time notice is given.

c. client may terminate this Contract and/or any open projects immediately for cause if the Freelancer fails to perform any of its obligations under this Contract or if Freelancer breaches any of the warranties provided herein and fails to correct such failure or breach to client's reasonable satisfaction within ten (10) calendar

days (unless extended by client) following notice by client. client shall be entitled to seek and obtain all remedies available to it in law or in equity.

1. Upon termination of any project or work given Freelancer hereunder, <u>Freelancer will immediately provide client with any and all work in progress or completed prior to the termination date</u>. As client's sole obligation to Freelancer resulting from such termination, <u>client will pay Freelancer an equitable amount as determined by client for the partially completed work in progress and the agreed to price for the completed Services and/or Deliverables</u> provided and accepted prior to the date of termination

2. Upon termination or expiration of this Contract or a project performed by Freelancer hereunder, whichever occurs first, Freelancer shall promptly return to client all materials and or tools provided by client under this Contract and all Confidential Information provided by client to Freelancer.

3. Any provision or clause in this Contract that, by its language or context, implies its survival shall survive any termination or expiration of this Contract.

IV. Limitation of Liability

1. Except as set forth in the section below, in no event will either party be liable for any special, indirect, incidental, or consequential damages nor loss of data, profits or revenue, cost of capital, or downtime costs, nor for any exemplary or punitive damages, arising from any claim or action, incidental or collateral to, or directly or indirectly related to or in any way connected with, the subject matter of the agreement, whether such damages are based on contract, tort, statute, implied duties or obligations, or other legal theory, even if advised of the possibility of such damages.

2. Notwithstanding the foregoing, any purported limitation or waiver of liability shall not apply to Contractor's obligation under the indemnification of confidential information sections of this agreement of either party's liability to the other for personal injury, death, or physical damage to property claims.

V. Miscellaneous

1. *Assignment.* Freelancer shall not assign any rights of this Contract or any other written instrument related to Services and/or Deliverables provided under this Contract, and no assignment shall be binding without the prior written consent of client. Subject to the foregoing, this Contract will be binding upon the Parties' heirs, executors, successors and assigns.

2. *Governing Law.* The Parties shall make a good-faith effort to amicably settle by mutual agreement any dispute that may arise between them under this Contract. The foregoing requirement will not preclude either Party from seeking injunctive relief as it deems necessary to protect its own interests. This Contract will be construed and enforced in accordance with the laws of the State of [STATE], excluding its choice of law rules.

3. *Severability.* The Parties recognize the uncertainty of the law with respect to certain provisions of this Contract and expressly stipulate that this Contract will be construed in a manner that renders its provisions valid and enforceable to the maximum extent possible under applicable law. To the extent that any provisions of this Contract are determined by a court of competent jurisdiction to be invalid or unenforceable, such provisions will be deleted from this Contract or modified so as to make them enforceable and the validity and enforceability of the remainder of such provisions and of this Contract will be unaffected.

4. *Independent Contractor.* Nothing contained in this Contract shall create an employer and employee relationship, a master and servant relationship, or a principal and agent relationship between Freelancer and client. client and Freelancer agree that Freelancer is, and at all times during this Contract shall remain, an independent contractor.

5. *Force Majeure.* Neither Party shall be liable for any failure to perform under this Contract when such failure is due to causes beyond that Party's reasonable control, including, but not limited to, acts of state or governmental authorities, acts of terrorism, natural catastrophe, fire, storm, flood, earthquakes, accident, and prolonged shortage of energy. In the event of such delay, the date of delivery or time for completion will be extended by a period of time reasonably necessary by both Freelancer and client. If the delay remains in effect for a period in excess of thirty days, client may terminate this Contract immediately upon written notice to Freelancer.

6. *Entire Contract.* This document and all attached or incorporated documents contains the entire agreement between the Parties and supersedes any previous understanding, commitments or agreements, oral or written. Further, this Contract may not be modified, changed, or otherwise altered in any respect except by a written agreement signed by both Parties.