

INDEPENDENT CONTRACTOR AGREEMENT

Parties: _____

1. Engagement of Services

The Client hereby engages the Contractor, and the Contractor agrees to provide services as described in Schedule A attached hereto (the "Services"), subject to the terms and conditions of this Agreement.

2. Independent Contractor Status

The Contractor is engaged as an independent contractor and nothing contained in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship. The Contractor shall have no authority to bind the Client or incur any obligations on behalf of the Client without prior written consent.

3. Term of Agreement

This Agreement shall commence upon execution and shall continue until the completion of the Services or termination pursuant to clause 9 herein.

4. Contractor's Obligations

The Contractor shall perform the Services promptly, diligently, and in a professional manner consistent with industry standards and applicable laws. The Contractor shall provide all equipment, tools, and materials necessary to perform the Services unless otherwise agreed in writing.

5. Payment

The Client shall pay the Contractor the fees set forth in Schedule B attached hereto. Payments shall be made in accordance with the schedule specified therein, without deductions or withholding unless required by law. The Contractor shall be responsible for all taxes and national insurance contributions arising from the payments received under this Agreement.

6. Expenses

The Contractor shall be responsible for all expenses incurred while performing services under this Agreement unless otherwise agreed in writing by the Client.

7. Confidentiality

The Contractor agrees to keep confidential and not disclose to any third party any confidential information obtained during the course of this Agreement, except as required by law or with prior written consent from the Client. This obligation shall survive termination of this Agreement.

8. Intellectual Property

All intellectual property rights arising from the Services performed by the Contractor under this Agreement shall be the exclusive property of the Client. The Contractor hereby assigns all such rights to the Client and agrees to execute any documents necessary to perfect such rights.

9. Termination

Either party may terminate this Agreement at any time by giving written notice to the other party. In the event of termination, the Client shall pay the Contractor for all Services properly performed prior to termination and any non-cancellable commitments.

10. Liability and Indemnity

The Contractor shall indemnify and keep indemnified the Client against all liabilities, damages, losses, costs (including legal costs), expenses, and claims arising out of or in connection with the performance of the Services, except to the extent that such liabilities arise from the Client's negligence or breach of this Agreement.

11. Insurance

The Contractor shall maintain adequate insurance coverage as required by law and appropriate to the nature of the Services provided, including but not limited to public liability and professional indemnity insurance, and shall provide evidence of such insurance upon request.

12. Data Protection

Each party shall comply with applicable data protection legislation in relation to any personal data processed under this Agreement and shall only process such data for the purposes of performing its obligations hereunder.

13. Notices

Any notices required to be given under this Agreement shall be in writing and delivered personally, sent by prepaid first-class post, recorded delivery, or email to the addresses of the parties set out herein or such other address as may be notified in writing from time to time.

14. Entire Agreement

This Agreement, including all Schedules attached hereto, constitutes the entire agreement between the parties and supersedes all prior communications, negotiations, and agreements, whether oral or written, relating to the subject matter hereof.

15. Amendments

No modification or amendment of this Agreement shall be effective unless in writing and signed by duly authorised representatives of both parties.

16. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties hereby submit to the exclusive jurisdiction of the courts of England and Wales for the resolution of any disputes arising out of or in connection with this Agreement.

CLIENT SIGNATURE

CONTRACTOR SIGNATURE

Signature: _____

Signature: _____

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