



**ACME GLOBAL**  
company

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# FREELANCE CONTRACT

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**CLIENT NAME**

**FREELANCER NAME**

**KNOW ALL MEN BY THESE PRESENTS:**

This Freelance Contract (this "Contract"), is entered into by and between:

\_\_\_\_\_, with an office located at \_\_\_\_\_

\_\_\_\_\_ ,

(hereinafter referred to "Client");

**- and -**

\_\_\_\_\_, with an office located at \_\_\_\_\_

\_\_\_\_\_ ,

(hereinafter referred to as "Freelancer").

**WITNESSETH: That -**

WHEREAS, Client has a need for \_\_\_\_\_;

WHEREAS, Freelancer has the skills and expressing interest in performing such services for Client;

WHEREAS, the parties wish to set forth the terms and conditions upon which such services will be provided to Client;

NOW THEREFORE, for and in consideration of the foregoing premises herein contained, the parties hereby agree as follows:

### **Description of the Services**

Deadline	Actions to be taken

# FREELANCE CONTRACT TERMS AND CONDITIONS

## 1. Freelancer Services

The Client retains the above Freelancer, and the Freelancer agrees to perform for the Client, certain services set forth below:

Any Service or additional work outside of the scope as above may require a new Contract for other Services agreed to by the Parties.

## 2. Consideration and Compensation

In exchange for the full, prompt and satisfactory performance of all Services to be provided to the Client, the Freelancer shall be compensated as follows:

The Freelancer shall invoice the Client on the \_\_\_\_\_ day of each month. The invoice shall include any and all services performed under this Contract herein.

Payment shall be due within \_\_\_\_\_ days of the invoice date. A late charge of \_\_\_\_\_ per month will be added to the invoice in case of Client's default.

Payments shall be made by \_\_\_\_\_.

### 3. Expenses

Throughout the duration of this Freelance Contract herein, the Freelancer may incur certain expenses that are not included as a part of the Fee for the Services in this Contract.

The Freelancer agrees to keep an exact record of any and all expenses necessary for the conduction of this Contract for the performance of the Services mentioned above. The Freelancer shall submit an invoice explaining each expense in detail, along with the proof of purchase and receipt every \_\_\_\_\_ days upon the completion of such additional Services.

If the expense is over \_\_\_\_\_, the Freelancer agrees to seek for a written consent from the Client before making the purchase.

### 4. Term and Termination

This Freelance Contract herein shall be effective on the date hereof and shall continue for a period of \_\_\_\_\_ or until Parties expressly agree upon the date of the completion of the Services, unless this Contract is terminated earlier in accordance with the terms of this Contract.

If one of the Parties of this Contract fails to follow through with the obligations under this Contract, the non-breaching Party can terminate this Contract by providing \_\_\_\_\_ day prior written notice to the Breaching Party.

#### Right to Terminate of the Client

Client may terminate this Contract and/or an individual, or any open project without liability at any time, upon prior written notice to Freelancer.

Upon termination, Freelancer will provide Client a report of the status of any project, in progress or completed, by the Freelancer. Client shall not withhold any payment to Freelancer the equitable amount for the partially completed work in progress and the agreed to price for the completed Services and/or Deliverables provided and accepted before the end of the Agreement. Freelancer shall return all

Confidential Information, including all notes, records or any file to the Client which in any way may incorporate Confidential Information provided by Client to Freelancer.

## **5. Intellectual Property Rights**

### **Pre-Existing Intellectual Property**

Unless for the Client's benefit, the Freelancer will not use any third party, or any pre-existing intellectual property in connection with this Contract. Should the Freelancer use such pre-existing intellectual property, the Freelancer will be obliged to obtain from the third-party owner the right to use such intellectual property and in no way shall be the Client be burdened of any inconvenience caused by the Freelancer in the engagement to this Contract.

All works and intellectual property as to the product result of the service provided by the Freelancer to the Client shall be owned by the Client, including 3rd party Pre-Existing Intellectual Property if there is any, as it being incorporated to the deliverabilities by the Freelancer to the Client, with the license including the right to sell, use, reproduce, modify, adapt, display, distribute, disclose, and to sublicense, among others.

### **Retention of Rights**

### **Intellectual Property of Client**

Freelancer may not have any right or interest in any of Client's Intellectual property, except for the limited use which is for the benefit of the Client.

## 6. Confidentiality

### Confidential Information

For the purpose of this Agreement, Confidential Information shall mean propriety information or any information in consonance to the proprietary rights of a Party. This may also mean an information distinctively declared as confidential by the Disclosing Party. This information may be acquired by the Receiving Party through knowledge or grant of access by the Disclosing Party. The information herein includes but not limited to, those conceived or discovered or developed in whole or in part by Freelancer hereunder.

### Client Confidential Information

The concepts, deliverables, discoveries, ideas, tools in various states of development provided by the Client, and likewise designs, drafts, specifications, techniques, methods, processes, procedures, contacts, associations, references, other information related to customers, product prices, offers, 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, logo or any form of identity that may represent the Client without Client's prior written consent, to include use or reference to Client's Identity in any way and in conjunction with the customers of the Client, its potential clients, list of clients and customers, the news releases or releases to any professional or trade publications.

All confidential information shall not be disclosed by the Freelancer to third parties and shall continue to be in force even at the termination of this Contract.

### Non-Disclosure

Except as permitted in writing and signed by the Client, the Parties hereby agree that during the term of this Agreement and thereafter, the Freelancer may not use for commercialization, disclose to any person the Confidential Information by the Client.

Freelancer hereby represents that the execution of this Contract, does not in any way produce conflict or breach to any contractual or fiduciary obligation to which Freelancer is bound.

Freelancer shall not accept work from a competitor or any other business organization, or any other that may create an actual or potential conflict of interest for the Freelancer or which may become detrimental to Client's business interests.

The Freelancer may not solicit, enter into new agreements or arrangements, or any activity with

another clients being under the same industry for a period of 5 years, upon conclusion or termination of this agreement.

## **7. Warranties**

Freelancer warrants that all Services and Deliverables by the Freelancer is free from any defect and is conforming to the specifications required by the Client. Likewise, the Freelancer warrants that the work made by the latter is original and does not infringe any trademark, service mark, trade name, secrets, proprietary or copyright of any third party.

## **8. Limitation of Liability**

No party shall be liable for any damages, loss of data, profits or revenue, cost of capital or downtime costs in any way connected with, the subject matter of the agreement.

## **9. Insurance**

Freelancer shall be responsible for the Freelancer's insurance coverage for the business as required by any applicable law or regulation, including, but not limited to, Workers' Compensation insurance as required by any applicable law or regulation.

## **10. Inspection and Acceptance**

Client shall inspect any of the services performed or deliverables performed by the Freelancer before acceptance. Should the services performed found to be unsatisfactory, Client may require Freelancer to redo, replace, or repair the work done in order to bring such to full compliance with the requirements, at cost of Freelancer.

Should any defect be not corrected by re-performance, or fails to promptly conform to the services and/or deliverables as defined by the requirements or specifications, Client may reduce price payable to the Freelancer for services performed and/or Deliverables delivered by Freelancer and accepted by Client and/or contract, perform or subcontract services to another freelancer, or terminate the project and/or this Contract for default.

## 11. Independent Contractor

The Client and the Freelancer agree that the Freelancer is a contractor hired by the Client and nothing in this Contract shall be construed in any way to create a relationship of employer and employee, principal and agent, partners or

any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Contract.

Accordingly, the Freelancer acknowledges that neither the Freelancer and the Freelancer's Employees are eligible for any Company benefits. The Freelancer is not the agent of Client or the Client's Company and is not authorized and shall not have the power or authority to bind the Client or the Client's Company or incur any liability or obligation, or act on behalf of Client or the Client's Company.

At no time shall the Freelancer represent that it is an agent of the Client or the Client's Company, or that any of the views, advice, statements and/or information that may be provided while performing the Services are those of the Client.

The Freelancer is solely responsible for directing and controlling the performance of the Services, including the time, place and manner in which the Services are performed. The Freelancer shall use its best efforts, energy and skill in its own name and in such manner as it sees fit.

## 12. Miscellaneous

### Counterparts

This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Contract.

### Agreement Modification

No modification or alteration of this Contract shall be considered as having been made unless executed in writing and duly signed by the parties hereto

### Assignment

Neither party shall assign or transfer its right and obligations under this contract without the prior written consent of the other.

**Separability Clause**

Should any of the provision of this Contract be held invalid by any competent court, the same shall apply only to the said provision involved and the remaining provisions hereof shall remain valid and enforceable.

**Judicial Action**

Any action arising from or brought under this Contract shall be filed with the proper courts of \_\_\_\_\_, to the exclusion of all other venues that are hereby expressly and willingly waived by the parties.

**Force Majeure**

No Party shall be held liable for any failure in performance under this Contract when failure is caused beyond that Party's reasonable control, including, but not limited to, acts of terrorism, war, earthquake, fire, storm, flood, accident, and prolonged shortage of energy. In the event of such delay, the scheduled date for delivery shall be adjusted reasonably to the benefit of the Freelancer. If the delay remains in effect for a period in excess of thirty days, Client may terminate this Contract upon written notice to Freelancer.

**Entire Contract**

This Agreement, including the documents attached herein shall constitute the one and the same agreement between the Parties. This Agreement supplants any other previous oral or written commitments, agreements or understanding. Further, this Contract may not be modified, changed, or otherwise altered in any respect except by a written agreement and consent signed by both Parties.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Client

Freelancer

Signature

Signature



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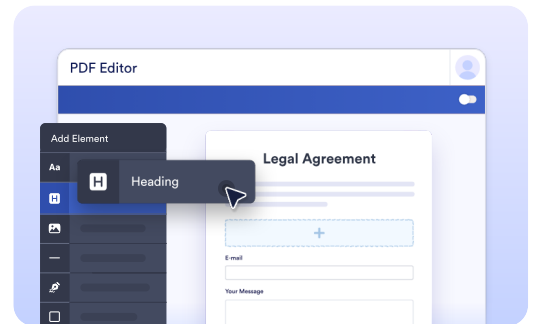
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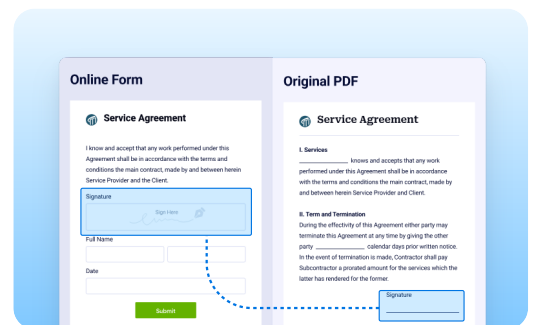
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