

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, made this date, _____, _____ between _____ (Company) and _____, (Independent Contractor) is for the purpose of outlining the Terms of Agreement between the two parties. In consideration of the mutual premises herein contained, Company and Independent Contractor hereby agree as follows:

SECTION 1: ENGAGEMENT

The Company hereby engages the Independent Contractor to render services as described here:

Fill in your service requirements such as: Virtual Assistant, WordPress Webmaster, Social Media Marketing, Graphics and Video Editing, Search Engine Optimization, Membership Sites, E-commerce and General Computer Skills

Independent Contractor commits to work a minimum of 40 hours per week – 52 weeks per year with the exception of scheduled paid compensation days (comp time).

For every monthly period in which a minimum of 160 hours has been worked, Contractor will accrue one eight hour vacation day (up to twelve days per year). Vacation days can be used individually, or together, so long as a minimum of 2 weeks' notice is provided Company that Contractor will not be available on those days.

SECTION 2: COMPENSATION

A. In full consideration for the performance of the Services hereunder, and for any rights granted or relinquished by the Independent Contractor under this Agreement, the Company shall pay the Independent Contractor as follows:

A fixed sum in the amount of _____ PHP per month, payable monthly.

B. Independent Contractor acknowledges and agrees that, except as provided in this Section 2, it shall not be entitled to, and the Company shall not be obligated to pay, any monies or other compensation for the Services provided and rights granted under this Agreement.

C. REQUIREMENT CHECKLIST: The attached Addendum "A" outlines the Requirements (immediate and long term) that are an integral part of this Agreement. By signature, Contractor agrees to comply with the requirements listed. Failure to follow the Daily Requirements will be grounds for termination or suspension of payment during the time in which Contractor is non-compliant. Certain Requirements may be waived in the 1st week of employment in order to allow Contractor sufficient time to comply.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP

The Company shall not be liable for taxes, Worker's Compensation, unemployment insurance, employers' liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of the Independent Contractor or any other person consulted or employed by the Independent Contractor in performing Services under this Agreement. All such costs, if any, shall be Independent Contractor's responsibility.

SECTION 4: PROPRIETARY RIGHTS

A. The Independent Contractor acknowledges that it has no right to or interest in its work or product resulting from the Services performed hereunder, or any of the documents, reports or other materials created by the Independent Contractor in connection with such Services, nor any right to or interest in any copyright therein. The Independent Contractor acknowledges that the Services and the products thereof (hereinafter referred to as the "Materials") have been specially commissioned or ordered by the Company as "works made-for-hire" as that term is used in the Copyright Law of the United States, and that the Company is therefore to be deemed the author of, and is the owner of, all copyrights in and to such Materials.

B. In the event that such Materials, or any portion thereof, are for any reason deemed not to have been works made-for-hire, the Independent Contractor hereby assigns to the Company any and all right, title, and interest Independent Contractor may have in and to such Materials, including all copyrights, all publishing rights, and all rights to use, reproduce, and otherwise exploit the Materials in any and all formats or media and all channels, whether now known or hereafter created. The Independent Contractor agrees to execute such instruments as the Company may from time to time deem necessary or desirable to evidence, establish, maintain, and protect the Company's ownership of such Materials, and all other rights, title, and interest therein.

SECTION 5: CONFIDENTIALITY NON-DISCLOSURE AGREEMENT:

A. In connection with the performance of Services hereunder, the Independent Contractor may be exposed to confidential and proprietary information of the Company, whether or not so identified (including, without limitation, this Agreement).

B. Contractor agrees that they shall not during, or at any time after the termination of my employment with the Company, use for themselves or others, or disclose or divulge to others including future employees, any trade secrets, confidential information, or any other proprietary data of the Company in violation of this agreement.

C. The Independent Contractor shall not, without the prior written consent, use the Company's name, or _____ name, in any advertising or promotional literature or publish any articles relating to the Company, this Agreement, or the Services and shall not otherwise refer to the retention of Independent Contractor to render consulting services hereunder.

SECTION 6: WARRANTIES AND INDEMNIFICATION

The Independent Contractor represents and warrants that:

A. Independent Contractor shall comply with all of the Company's standards and procedures when performing work online for the Company, including without limitation, standards relating to security.

B. The Independent Contractor hereby indemnifies and holds harmless the Company, its subsidiaries, and affiliates, and their officers and employees, from any damages, claims, liabilities, and costs, including reasonable attorney's fees, or losses of any kind or nature whatsoever ("Loss") which may in any way arise from the Services performed by the Independent Contractor hereunder, the work of employees of the Independent Contractor while performing the Services of the Independent Contractor hereunder, or any breach or alleged breach by Independent Contractor of this Agreement, including the warranties set forth herein. The Company shall retain control over the defense of, and any resolution or settlement relating to, such Loss. The Independent Contractor will cooperate with the Company and provide reasonable assistance in defending any such claim.

SECTION 7: TERM AND TERMINATION

A. The term of this Agreement shall commence on the date hereof and shall continue by Agreement of both parties or until terminated by Company or Contractor.

B. This Agreement may be terminated:

a) by either party upon ten (10) days prior written notice if the other party breaches or is in default of any obligation hereunder and such default has not been cured within such ten (10) day period

b) by the Company at any time, for any reason (or no reason) upon ten (10) days written notice.

C. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting, directly or indirectly, from acts of God, civil or military authority, acts of the public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, the elements, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation or any causes beyond the control of such party.

D. Upon termination by either party, Independent Consultant shall provide to Company any and all copies, in whole or in part, of the Materials (as they then exist) and any and all tangible materials the Company provided to the Independent Consultant in connection with this Agreement.

E. Following the expiration or termination of this Agreement, whether by its terms, operation of law, or otherwise, the terms and conditions set forth, as well as any term, provision, or condition required for the interpretation of this Agreement or necessary for the full observation and performance by each party hereto of all rights and obligations arising prior to the date of termination, shall survive such expiration or termination.

F. This Agreement, together with Addendum "A" (Requirements Checklist), and Addendum "B" (Crossover Times) represents the entire Agreement between the parties. The Agreement may not be amended, changed, or supplemented in any way except by written Agreement signed by both parties.

Agreed This Date: _____

Agreed This Date: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Independent Contractor

Company: _____