**FREELANCER AGREEMENT**

This **FREELANCER AGREEMENT** (the **“Agreement”**) is made on this \_\_\_ day of \_\_\_\_\_, 2019 (hereinafter referred to as ***"Effective Date"***)and entered into

**BY AND BETWEEN**

**\_\_\_\_\_\_\_\_\_\_\_**, having its registered office at \_\_\_\_\_\_, hereinafter referred to as the ***“Company”*** (which expression shall, unless repugnant to the meaning or context hereof, be deemed to mean and include its directors, nominees, assigns, employees, contractors, affiliates, agents, representatives and successors) of the **FIRST PART**;

AND

**\_\_\_\_\_**, son of Shri \_\_\_\_\_\_\_\_, aged about \_\_\_\_ years, residing at *\_\_\_\_\_* (hereinafter, referred to as the ***“Freelancer”***, which term shall be deemed to include all permitted successors and assigns) of the **SECOND PART.**

The Party of First and the Second Part are individually referred to as “**Party**” individually and collectively referred to as “**Parties**.

**WHEREAS,** the Company is engaged in the business of \_\_\_\_\_

**WHEREAS,** the Freelancer is a duly qualified professional equipped to provide \_\_\_\_\_ (hereinafter referred to as the ***‘Services’***).

**WHEREAS**, the Company has expressed its desire and the Freelancer has agreed to perform services for it; and

**WHEREAS**, the Company and the Freelancer desire to enter into an agreement, which will define respective rights and duties as to all services to be performed,

**NOW, THEREFORE**, in consideration of the covenants and agreements contained herein, the parties hereto agree as follows:

1. **SERVICES**

Beginning on the Effective date on which the parties enter into this Agreement, and remain in effect for the duration of this Agreement, the Freelancer shall provide the Company with \_\_\_\_\_.

1. **HOURS OF WORK**

The Freelancer, for the duration of this Agreement, will be required to adhere to \_\_\_\_\_.

1. **FREELANCER’S REPRESENTATIONS AND WARRANTIES**

Beginning on the Effective Date, and remaining in effect for the duration of this Agreement, the Freelancer makes the following representations.

* 1. That he/she is fully authorized and empowered to enter into this Agreement, and that his/her performance of the obligations under this Agreement will not violate any agreement between the Freelancer and any other person, Company or organization or any law or governmental regulations.
  2. That all qualifications, credentials, and information provided by the Freelancer to the Company regarding the eligibility of the Freelancer to provide the requested services is fully true and accurate to the knowledge of the Freelancer.
  3. That all information shared by him/her is fully true, and not falsified in any way and has been obtained from credential sources. The Freelancer is solely and fully responsible for any and all information shared by him/her, and any and all disputes arising thereof.
  4. That the Freelancer understands, acknowledge, agrees and undertakes that he/she is a bonafide professional in the field as described in this Agreement and is knowledgeable in all aspects relating to \_\_\_\_\_\_.
  5. That the Freelancer shall keep all the Company’s client information as confidential. Disclosing any kind of confidential information, details and credentials to any one or any other companies and disclosing Company’s confidential documentations with anyone or any other companies will be considered as an offence. In such case, the Company has all rights and power over the Freelancer to pursue any and all appropriate legal remedies.
  6. That payment shall be made by the Company to the Freelancer subject to the continued and maintained satisfactory performance of the Freelancer, positive feedback from Customers, and viable sales output resulting from the Freelancer’s services. Any negative feedback from Customers will be grounds for termination of this Agreement at the discretion of the Company

1. **COMPANY REPRESENTATIONS**

Beginning on the Effective Date, and remaining in effect for the duration of this Agreement, the Company makes the following representations.

* 1. That it is fully authorized and empowered to enter into this Agreement, and that its performance of the obligations under this Agreement will not violate any agreement between the Company and any other person, Company or organization or any law or governmental regulation.
  2. That it is in full compliance with any and all laws and/or statutes applicable to the services described hereunder.
  3. That the Company shall not bear responsibility for tax filing and does not hold any responsibility to pay PF, Insurance, and any other coverage to the Freelancer, unless otherwise agreed to mutually and in writing by both parties.
  4. That the Company shall be the full and sole owner of all Content and Materials provided to the Freelancer during the term of this Agreement, and is the sole holder of all IP rights from the same, unless otherwise specified.

1. **COMPENSATION**
2. The Compensation structure for the Freelancer shall be on a \_\_\_ basis, where in the company will pay the Freelancer based on \_\_\_\_\_\_.
3. Other payment terms
4. If the Freelancer fails to comply with any of the terms agreed to in this Agreement, payment will be made at the sole discretion of the Company.
5. **FREELANCER STATUS**
6. The Freelancer is an independent Freelancer of the Company. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.
7. The Freelancer shall have no authority to act as agent for, or on behalf of, the Company, or to represent the Company, or bind the Company in any manner.
8. The Freelancer shall not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of the Company by the Company.
9. **NON-COMPETE**
10. The Freelancer hereby agrees that, during the duration of this Agreement, the Freelancer will not, whether in India or elsewhere in the world, compete, directly or indirectly with, or own, manage, operate, control or participate in or be connected with the ownership, management, operation or control of any business that is similar to or in competition with the Business or any business of the affiliates of the Company.
11. During the Term of this Agreement and for a period of **\_\_\_** after the termination of this Agreement, the Freelancer agrees not to engage in any employment, consulting, or other activity involving that competes with the business, proposed business or business interests of the Company, without the Company’s prior written consent.
12. The Freelancer shall not disclose any confidential information, including but not limited to, commissions, payment schemes, software's, source codes, business model, business plans, business process and client or vendor information, or anything that has been deemed to be confidential information by the Company or as may reasonably be understood as confidential information, to any party (both in competition with the Company or in an unrelated industry) for a period of **\_\_\_**.
13. **NON-SOLICIT AND NON CIRCUMVENTION**

Following the termination of the Agreement, the Freelancer will not, whether directly or indirectly, on his own behalf or on behalf of or in conjunction with any other person, Company, Company or other entity, for a period of **\_\_\_** canvass, solicit or entice away from the Company or endeavor to solicit or entice away from the Company any person or Company who is or was within the last **\_\_\_\_** either a client, customer or employee of the Company.

1. **CONFIDENTIAL INFORMATION**

The Freelancer shall not, during the time of rendering services for the Company or thereafter, disclose to anyone other than authorized employees of the Client (or persons designated by such duly authorized employees of the Client or use for the benefit of the Freelancer or for any entity other than the Company, any information of a confidential nature, including but not limited to, information relating to: any such materials or intellectual property; any of the Company projects, trade secrets, process flow or Content; the technical, commercial or any other affairs of the Company; customer/User data collected from the Company; or, any confidential information which the Company has received from a third party.

Both Parties shall, upon request of other Party and/or upon termination of this Agreement, immediately return such confidential information and all copies thereof in any form whatsoever under the power or control of either Party to others, and delete such information from all retrieval systems and databases or destroy same as directed by other Party.

1. **INTELLECTUAL PROPERTY**
2. The Freelancer agrees that the Intellectual Property Rights over all material shared with the Freelancer shall belong to the Company. The Freelancer agrees to use the intellectual property of the Company only in the manner pre-approved and agreed upon by the Company and shall not have any other rights whatsoever in respect of any intellectual property, outside the scope of this Agreement.
3. Any materials developed by the Company, making use of Content, remains the sole property of the Company subject to all applicable laws and/or statutes.
4. **INDEMNIFICATION**
5. Both Parties agrees to indemnify and hold harmless the other Party, its affiliates, and its respective officers, directors, agents and employees from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys’ fees and costs, arising out of, or relating to the services under this Agreement. This provision shall survive the duration of this Agreement.
6. Both Parties agrees to defend against any and all claims, demands, causes of action, lawsuits, and/or judgments arising out of, or relating to, the services under this Agreement, unless expressly stated otherwise by the either Party, in writing.
7. **DURATION, SCOPE AND SEVERABILITY**
8. This Agreement shall take effect immediately, and shall remain in full force and effect for a duration of **\_\_\_\_**, or until terminated by both parties mutually, through written notice.
9. The Company can terminate this agreement with immediate effect without giving any notice. The Freelancer may terminate this Agreement for any reason upon\_\_\_\_ advance notice to the Company.
10. This Agreement may be amended only by written agreement duly executed by an authorized representative of each party.
11. If any provision or provisions of this Agreement shall be held unenforceable for any reason, then such provision shall be modified to reflect the parties’ intention. All remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.
12. No modifications to this Agreement shall be binding upon the other party without the express, written consent of both parties.
13. This Agreement shall not be assigned by either party without the express consent of the other party.
14. **GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of \_\_\_\_without reference to any principles of conflicts of laws, which might cause the application of the laws of another state. Any action instituted by either party arising out of this Agreement shall only be brought, tried and resolved in the applicable in the Courts of \_\_\_\_\_, India. Each party hereby consents to the exclusive personal jurisdiction and venue of the courts shall be \_\_\_\_\_.

1. **WAIVER OF RIGHTS**

A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

**IN WITNESS WHEREOF**, the Parties, intending to be legally bound, have each executed this agreement as of the Effective Date by signing this Agreement as below.

For **\_\_\_\_\_\_** For **Freelance**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(DESIGNATION)**

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_