

## INDEPENDENT FREELANCE AGREEMENT – Laura Wilkinson

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*This agreement will form the basis of our working relationship. The below should be seen as a draft agreement and will be customised with your project or event in mind.*

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This INDEPENDENT FREELANCE AGREEMENT (“Agreement”) dated DD/MM/YYYY (the “Effective Date”) is made between *Company Name* (the “Company”), and Laura Wilkinson (the “Freelancer”) for the purpose of setting forth the exclusive terms and conditions by which Company desires to acquire Freelancer’s services.

In consideration of the mutual obligations specified in this Agreement, the parties, intending to be legally bound hereby, agree to the following:

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### **1. Services:**

Company retains Freelancer, and Freelancer agrees to perform for Company, certain services set forth in Exhibit A to this Agreement (the “Services”).

### **2. Consideration / Compensation:**

**2a.** In exchange for the full, prompt, and satisfactory performance of all Services to be rendered to Company (as determined by the Company), Company shall provide Freelancer, as full and complete compensation the amount stated in the attached job offer as per the agreed payment structure.

**2b.** Freelancer is not entitled to receive any other compensation or any benefits from Company. All tax and national insurance contributions shall be solely the Freelancer’s responsibility.

### **3. Nondisclosure:**

**3a.** Freelancer understands that, in connection with its engagement with Company, it may receive, produce, or otherwise be exposed to Company’s trade secrets, business, proprietary and/or technical information, including, without limitation, information concerning customer lists, customer support strategies, employees, research and development, financial information (including sales, costs, profits, and pricing methods), manufacturing, marketing, proprietary software, hardware, firmware, and related documentation, know-how, show-how, and other information considered to be confidential by Company, and all derivatives, improvements and enhancements to any of the above (including those derivatives, improvements and enhancements that were created or developed by Freelancer under this Agreement), in addition to all information Company receives from others under an obligation of confidentiality (individually and collectively “Confidential Information”).

**3b.** Freelancer acknowledges that the Confidential Information is the Company’s sole, exclusive and extremely valuable property. Accordingly, Freelancer agrees to segregate all Confidential Information from information of other companies and agrees not to reproduce any Confidential Information without Company’s prior written consent, not to use the Confidential Information except in the performance of this Agreement, and not to divulge all or any part of the Confidential Information in any form to any third party, either during or after the term of this Agreement, except to Company employees and Freelancer Employees who need to know such Confidential Information in order to perform the Services. Freelancer shall require such Freelancer Employees to execute a non-disclosure agreement satisfactory to the Company before such Freelancer Employee is exposed to any Confidential Information. Upon termination or expiration of this Agreement for any reason, Freelancer agrees to cease using and to return to Company all whole and partial copies and derivatives of the Confidential Information, whether in Freelancer’s possession or under Freelancer’s direct or indirect control, including any computer access nodes and/or codes, and to arrange for the return of such materials by all Freelancer Employees.

LET’S CHAT:

E: [hello@laurawilkinson.net](mailto:hello@laurawilkinson.net)

M: +44 (0)7901 350094

[www.laurawilkinson.net](http://www.laurawilkinson.net)

**3c.** Freelancer shall not disclose or otherwise make available to Company in any manner any confidential and proprietary information received by Freelancer from third parties. Freelancer warrants that its performance of all the terms of this Agreement does not and will not breach any agreement entered into by Freelancer with any other party.

**4. Termination:**

This Agreement shall be effective on the date hereof and shall continue until terminated by either party upon 20 business days written notice (1 month)

**5. Independent Contractor:**

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. Freelancer shall use its best efforts, energy and skill in its own name and in such manner as it sees fit.

**6. Obligations:**

**6a.** The Services shall be performed by the Self Employed Contractor/Agent and the Self-employed Contractor/Agent agrees to observe and perform the following obligations:

**6b.** The Self Employed Contractor/Agent shall carry out the duties in an expert and diligent manner and to the best of her ability, promptly and faithfully comply with and observe all lawful and proper requests which may be made by the company from time to time (or by such other person or persons as it may nominate from time to time under this Agreement). In case of illness or accident preventing the performance of the Services the Self Employed Contractor/Agent shall promptly notify the company of such illness or accident.

**6c.** The Self Employed Contractor/Agent shall have identification on them at all times when providing any services on behalf of the company.

**6d.** The Self Employed Contractor/Agent will be of a clean and tidy appearance when providing any services on behalf of the company.

**6e.** The Self Employed Contractor/Agent is not permitted to smoke on any location where they are providing services on behalf of the company.

**6f.** The Self Employed Contractor/Agent is expected to comply with the companies code of conduct.

**7. Data Protection:**

The Self Employed Contractor/Agent will for the purposes of the Data Protection Act 1998 consent to the processing of all or any personal data (in manual, electronic or any other form) relevant to her engagement by the company and/or any Group Company and/or any agent or third party nominated by the company and bound by a duty of confidentiality. Processing includes but is not limited to obtaining, recording, using and holding data and includes the transfer of data to any country either inside or outside the EEA

**8. General:**

**8a.** This Agreement does not create an obligation on Company to continue to retain Freelancer beyond this Agreement's termination. This Agreement may not be changed unless mutually agreed upon in writing by both parties.

**8b.** Freelancer hereby agrees that any breach of Section 3 by Freelancer will cause irreparable harm to Company and that in the event of such breach or threatened breach, Company shall have, in addition to any and all remedies of law and

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those remedies stated in this Agreement, the right to an injunction, specific performance or other equitable relief to prevent the violation of Freelancer's obligations hereunder.

**8c.** Freelancer hereby agrees that each provision herein shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses herein.

**8d.** This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated herein. The language of all parts of this Agreement will in all cases be construed as a whole in accordance with its fair meaning and not for or against either party.

**8e.** All notices provided for in this Agreement shall be given in writing and shall be effective when either served by hand delivery, electronic facsimile transmission, express overnight courier service, or by registered or certified mail, return receipt requested, addressed to the parties at their respective addresses as set forth at the beginning of this Agreement, or to such other address or addresses as either party may later specify by written notice to the other.

**9. Appendix:**

The following can be found in the appendix document:

**9a.** Agreed Freelancers Services (Job Offer).

**9b.** Freelancers requirements of the company.

**9c.** Payment Terms.

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IN WITNESS WHEREOF, the parties hereto have executed this Independent Contractor Agreement.

**FREELANCER:**

\_\_\_\_\_  
*Signature*

*Date:* \_\_\_/\_\_\_/\_\_\_\_\_  
*Print Name:* \_\_\_\_\_

**COMPANY:**

\_\_\_\_\_  
*Signature*

*Date:* \_\_\_/\_\_\_/\_\_\_\_\_  
*Print Name:* \_\_\_\_\_