

Independent Contractor Agreement

Contractor Name & Client Name

This Independent Contractor Agreement ("Agreement") is made and entered into by the undersigned parties:

Client's Company Name

Address line 1

Address line 2

Telephone:

Email

USt.IdNr.: DE123456789

(known as the "Company")

and

Freelancer's Name

Address line 1

Address line 2

Telephone:

Email

Ust-IdNr.: DE123456789

(known as the "Contractor").

In consideration of the promises, rights and obligations set forth below, the parties hereby agree as follows:

1. Term

- o The term of this Agreement shall begin on XX.XX.XXXX and continue indefinitely or until _____, unless terminated earlier as set forth in this Agreement.

The term of this Agreement may be extended by mutual agreement between the parties.

2. Services

- o The Contractor will provide the following services:

Long-term support with XXXX, offering consultation in the following fields:

- Task 1
- Task 2
- Task 3
- Task 4 and so on

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- o The Contractor shall take directions from

or as directed by Company's Board of Directors.
Additional services or amendments to the services described above may be agreed upon between the parties.

3. Compensation

- o Subject to providing the services as outlined above, the Contractor will be paid the sum of €XX.XX (excl. German VAT) per hour upon completion of the services.
- o The Company will be invoiced monthly upon completion of the services, with payment due within 14 business days of receipt of the invoice.

4. Relationship

- o The Contractor will provide the Contractor's services to the Company as an independent contractor and not as an employee.
- o Accordingly:
 - The Contractor agrees that the Company shall have no liability or responsibility for the withholding, collection or payment of any taxes, employment insurance premiums or German Pension Plan contributions on any amounts paid by the Company to the Contractor or amounts paid by the Contractor to its employees or contractors. The Contractor also agrees to indemnify the Company from any and all claims in respect to the Company's failure to withhold and/or remit any taxes, employment insurance premiums or German Pension Plan contributions.
 - The Contractor agrees that as an independent contractor, the Contractor will not be qualified to participate in or to receive any employee benefits that the Company may extend to its employees.
 - The Contractor is free to provide services to other

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clients, so long as such other clients are not in competition with the Company and so long as there is no interference with the Contractor's contractual obligations to the Company.

- The Contractor has no authority to and will not exercise or hold itself out as having any authority to enter into or conclude any contract or to undertake any commitment or obligation for, in the name of or on behalf of the Company.

5. Confidentiality and Intellectual Property

- o All obligations regarding the protection of the confidential information have been detailed in the Non Disclosure Agreement signed on XX.XX.XXX

6. Termination

- o The independent contractor relationship contemplated by this Agreement is to conclude on _____ unless terminated earlier as set forth below.
- o The Contractor agrees that the Company may terminate this Agreement at any time without notice or any further payment if the Contractor is in breach of any of the terms of this Agreement.
- o The Company may terminate this Agreement at any time at its sole discretion, upon providing to the Contractor ___XX___ calendar days advance written notice of its intention to do so or payment of fees in lieu thereof.
- o The Contractor may terminate this Agreement at any time at its sole discretion upon providing to the Company ___XX___ calendar days notice of Contractor's intention to do so. Upon receipt of such notice the Company may waive notice in which event this Agreement shall terminate immediately.

7. Obligations Surviving Termination of this Agreement

- o All obligations to preserve the Company's Confidential

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Information, Intellectual Property and other warranties and representations set forth herein shall survive the termination of this Agreement.

8. Entire Agreement

- o This Agreement, together with the Confidentiality and Proprietary Information Agreement, represents the entire agreement between the parties and the provisions of this Agreement shall supersede all prior oral and written commitments, contracts and understandings with respect to the subject matter of this Agreement. This Agreement may be amended only by mutual written agreement of the party.

9. Assignment

- o This Agreement shall inure to the benefit of and shall be binding upon each party's successors and assigns. Neither party shall assign any right or obligation hereunder in whole or in part, without the prior written consent of the other party.

10. Governing Law and Principles of Construction

- o This Agreement shall be governed and construed in accordance with the German law. If any provision in this Agreement is declared illegal or unenforceable, the provision will become void, leaving the remainder of this Agreement in full force and effect.

11. Liability

- o The liability for damages resulting from a negligent breach of duty is limited to XXX Euro (EUR XXX).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, effective as of the day and year first above written.

COMPANY REPRESENTATIVE	CONTRACTOR
By:	By:

Independent Contractor Agreement Contractor Name & Client Name

Name:	Name:
Date:	Date:
Signature:	Signature:

Optional: Add your business details, business bank details and contact details in the footer