INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (hereinafter referred to as the **"Agreement"**) is made and effective the [DATE].

**BETWEEN: [ASSIGNOR NAME]** (hereinafter referred to as the **"Assignor"**), a company organised and existing under the laws of [COUNTRY], with its head office located at:

 [INSERT ADDRESS]

**AND: [ASSIGNEE NAME]** (hereinafter referred to as the **"Assignee"**), a company organised and existing under the laws of [COUNTRY], with its head office located at:

 [INSERT ADDRESS]

**WHEREAS,** the Independent Contractor will be providing Services (as defined below) to the Company; and

**WHEREAS,** the Company and the Independent Contractor wish to memorialise the mutually agreed compensation for the Services (as defined below);

**Now this agreement witnesses as follows:**

**1. CONSIDERATION**

In consideration of ZAR **\_\_\_\_\_\_\_\_\_\_\_\_**to be paid by **Company** to **Contractor** for the services and the mutual promises set forth, and all other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged.

**2. TERMS**

This Agreement shall be effective commencing [DATE], and shall continue until terminated at the completion of the Scope of Work which shall occur no later than [DATE] or by either party as otherwise provided herein.

### 3. STATUS OF INDEPENDENT CONTRACTOR

 3.1 The Parties intend that the **Contractor** be engaged as an independent contractor of the **Company**. Nothing contained in this Agreement will be construed to create the relationship of partnership or joint venture, or any other fiduciary relationship.

 3.2 Independent Contractor shall retain sole and absolute discretion in the manner and means of carrying out their activities and responsibilities under this Agreement. Independent Contractor shall not act as an agent of the Company, ostensibly or otherwise, nor bind the Company in any manner, unless specifically authorised to do so in writing.

### 4. TASKS, DUTIES, AND SCOPE OF WORK

Subject to the express provisions of this agreement, the **Contractor** expressly agrees to undertake the following duties:

 4.1 Agrees to perform the duties in a pleasant and professional manner.

 4.2 Shall obey the rules and regulation of the company

 4.3 Independent Contractor shall be responsible to the management and directors of Company, but Independent Contractor will not be required to follow or establish a regular or daily work schedule. Supply all necessary equipment, materials and supplies. Independent Contractor will not rely on the equipment or offices of Company for completion of tasks and duties set forth pursuant to this Agreement. Any advice given Independent Contractors regarding the scope of work shall be considered a suggestion only, not an instruction. Company retains the right to inspect, stop, or alter the work of Independent Contractor to assure its conformity with this Agreement

 4.4 To act in good faith at all times

 4.5 Independent Contractor agrees to devote as much time, attention, and energy as necessary to complete or achieve the following: [DESCRIBE]. The above to be referred to in this Agreement as the “Scope of Work”. It is expected that the Scope of Work will be completed by [DATE].

 4.6 Independent Contractor shall additionally perform any and all tasks and duties associated with the Scope of Work set forth above, including but not limited to, work being performed already or related change orders. Independent Contractor shall not be entitled to engage in any activities which are not expressly set forth by this Agreement.

 4.7 The books and records related to the Scope of Work set forth in this Agreement shall be maintained by the Independent Contractor at the Independent Contractor’s principal place of business and open to inspection by Company during regular working hours. Documents to which Company will be entitled to inspect include, but are not limited to, any and all contract documents, change orders/purchase orders and work authorised by Independent Contractor or Company on existing or potential projects related to this Agreement.

**5. COMPANY DUTIES**

 5.1 To provide **Contractor** with all of the information needed in discharging duties.

 5.2 To pay all fees associated to the services of the **Contractor**

**6. ASSURANCE OF SERVICES**

 6.1 Independent Contractor will assure that the following individuals (the "Key Employees") will be available to perform, and will perform, the Services hereunder until they are completed (identify by title and name as applicable):

[NAME OF KEY EMPLOYEE TITLE]
[NAME OF KEY EMPLOYEE, TITLE]

 6.2 The Key Employees may be changed only with the prior written approval of the Company, which approval shall not be unreasonably withheld.

## 7. COMPENSATION

 7.1 Independent Contractor shall be entitled to compensation for performing those tasks and duties related to the Scope of Work as follows:

 [DESCRIBE]

 7.2 Such compensation shall become due and payable to Independent Contractor in the following time, place, and manner:

 [DESCRIBE]

**8. NO OVERTIME COMPENSATION/WAIVER OF RIGHT**

 8.1 Except others expressly stated, the Contractor will not be entitled to worker’s extra overtime compensations, retirement, insurance or other benefits afforded to other staff of the **Company**. Accordingly, **Contractor** will be paid as agreed and outlined and nothing more.

 8.2 Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by either party without the consent of the other

## 9. TERMINATION

 9.1 This Agreement may be terminated prior to the completion or achievement of the Scope of Work by either party giving [NUMBER] days written notice. Such termination shall not prejudice any other remedy to which the terminating party may be entitled, either by law, in equity, or under this Agreement.

**10. NON-DISCLOSURE OF TRADE SECRETS, CUSTOMER LISTS AND OTHER PROPRIETARY INFORMATION**

 10.1 The **Contractor** acknowledges that during the engagement [he or she] will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licenced by the company and/or used by the company in connection with the operation of its business including, without limitation, the company’s business and product processes, methods, clients lists, accounts and procedures.

 10.2 The **Contractor** agrees that [he or she] will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the company. All files, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the company, whether prepared by the **Contractor** or otherwise coming into [his or her] possession, shall remain the exclusive property of the company. The **Contractor** shall not retain any copies of the foregoing without the company prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the company, the **Contractor** shall immediately deliver to the company all such files, records, documents, specifications, information, and other items in [his or her] possession or under [his or her] control.

 10.3 The **Contractor** further agrees that [he or she] will not disclose the terms of this Agreement to any person without the prior written consent of the company and shall at all times preserve the confidential nature of [his or her] relationship to the company and of the services hereunder.

## 11. NON-SOLICITATION

Independent Contractors shall not, during the Agreement and for a period of one year immediately following termination of this Agreement, either directly or indirectly, call on, solicit, or take away, or attempt to call on, solicit, or take away, any of the customers or clients of the Company on whom Independent Contractor called or became acquainted with during the terms of this Agreement, either for their own benefit, or for the benefit of any other person, firm, company or organisation.

### 12. NON-RECRUIT

Independent Contractor shall not, during this Agreement and for a period of 3 year immediately following termination of this agreement, either directly or indirectly, recruit any of Company’s employees for the purpose of any outside business.

### 13. EXPENSE ACCOUNTS

Independent Contractor and the Company agree to maintain separate accounts *in re*gards to all expenses related to performing the Scope of Work. Independent Contractor is solely responsible for payment of expenses incurred pursuant to this Agreement unless provided otherwise in writing by [AN OFFICER] of the company. Independent Contractor agrees to execute and deliver any agreements and documents prepared by Company and to do all other lawful acts required to establish document and protect such rights.

### 14. WORKS FOR HIRE

Independent Contractor agrees that the Scope of Work, all tasks, duties, results, inventions and intellectual property developed or performed pursuant to this Agreement are considered “works for hire” and that the results of said work is by virtue of this Agreement assigned to the Company and shall be the sole property of Company for all purposes, including, but not limited to, copyright, trademark, service mark, patent, and trade secret laws.

### 15. LEGAL COMPLIANCE

Independent Contractor is encouraged to treat all company employees, customers, clients, business partners and other affiliates with respect and responsibility. Independent Contractor is required to comply with all laws, ethical codes and company policies, procedures, rules or regulations, including those forbidding sex harassment, discrimination, and unfair business practices.

**16. LICENSING, WORKERS’ COMPENSATION AND GENERAL LIABILITY INSURANCE**

Independent Contractor agrees to immediately supply the Company with proof of any licencing status required to perform the Scope of Work pursuant to this Agreement, Workers’ Compensation Coverage where required by law and General Liability Insurance (including malpractice insurance, if warranted), upon request of the Company.

### 17. PERSONS HIRED BY INDEPENDENT CONTRACTOR

All persons hired by Independent Contractor to assist in performing the tasks and duties necessary to complete the Scope of Work shall be the employees of Independent Contractor unless specifically indicated otherwise in an agreement signed by all parties. Independent Contractor shall immediately provide proof of Workers’ Compensation insurance and General Liability insurance covering said employees, upon request of the Company.

**18. NOTICES**

Any notice to be given hereunder by any party to the other may be affected either by personal delivery in writing, or by mail, registered or certified, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraphs of this Agreement, but each party may change their address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of five (5) days after mailing. Independent Contractor agrees to keep Company current as to their business and mailing addresses, as well as telephone, facsimile, email and pager numbers.

## 19. LAWYER'S FEES AND COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements incurred both before or after judgement  in addition to any other relief to which such party may be entitled.

**20. LIABILITY**

Except with respect to the parties’ indemnification obligations, independent contractor shall be liable to the Company for any special, indirect, incidental, punitive, or consequential, damages arising from or related to this agreement from the fault or part of the independent contractor, including bodily injury, loss of revenue, or profits or other benefits, and claims by any third party, even if the parties have been advised of the possibility of such damages. The foregoing limitation applies to all causes of action in the aggregate, including without limitation to breach of contract, breach of warranty, negligence, strict liability, and other torts.

## 21. MEDIATION AND ARBITRATION

In the event of any dispute or differences arising out of or relating to this agreement, the parties shall use their best endeavours to settle such disputes or differences amicably to this effect, they shall consult and negotiate with each other in good faith and understanding or their mutual interests to reach an equitable solution satisfactory to both parties.

Where the parties did not settle their disputes by mediation, any and all disputes or claims between the Contractor and the Company shall be resolved by binding arbitration in accordance with South African Arbitration laws.

## 22. REPRESENTATION

Each party of this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party hereto, or anyone acting on behalf of any party hereto, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing, signed and dated by all parties hereto.

**23. VALID SEVERABILITY**

 23.1 This contract shall be binding upon and inure to the benefit of the respective successors, assigns, representatives, and heirs of the parties herein.

 23.2 If any provision or provisions of this agreement shall be held to be invalid, illegal, unenforceable or in conflict with any of the law(s) of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

## 24. NDEMNIFICATION

Independent Contractor shall defend, indemnify, hold harmless, and insure Company from any and all damages expenses or liability resulting from or arising out of, any negligence or misconduct on Independent Contractor's part, or from any breach or default of this Agreement which is caused or occasioned by the acts of Independent Contractor. Independent Contractors shall insure that its employees and affiliates take all actions necessary to comply with the terms and conditions set forth in this Agreement. Independent Contractor shall name Company as an additional insured on all related insurance policies including workers compensation, and general liability.

**25. AMENDMENT OF AGREEMENT**

 No conditions or representations, altering, detracting from, or adding to the terms hereof shall be valid unless printed or written hereon, or evidenced in writing by either party to this Agreement and accepted in writing by the other.

**26. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

**27. GOVERNING LAW**

Irrespective of conflict of laws, this document is governed by and is to be construed in accordance with the laws applicable in South Africa non-exclusive jurisdiction of the courts located in South Africa and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement in multiple originals by their duly authorised officers and representatives on the respective dates shown below, but effective as of the Agreement Date.

**ASSIGNOR ASSIGNEE**

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title