



# Independent Contract Agreement - Draft

October 29, 2017

FreeUp LLC  
Document Sender :  
Signer:



Independent Contract Agreement - Draft

**INDEPENDENT CONTRACTOR AGREEMENT**

This Independent Contractor Agreement ("Agreement") is made and entered into between FreeeUp, LLC ("FreeeUp"), and  ("Independent Contractor"), and shall be effective,  provided all parties have duly executed this Agreement.

WHEREAS, FreeeUp desires to retain Independent Contractor to perform various services for FreeeUp to act as an Independent Contractor in providing certain specialized E-Commerce services on a non-exclusive basis provided herein; and,

WHEREAS, Independent Contractor desires to provide the services desired by FreeeUp;

NOW, THEREFORE, in consideration of mutual promises, covenants, representations, warranties and agreements contained herein, and other valuable consideration, the parties agree as follows:

1. **RESPONSIBILITIES OF INDEPENDENT CONTRACTOR.** For the duration of the Agreement, Independent Contractor shall have the following obligations:

A. Independent Contractor agrees to act as an independent representative to provide independent E-Commerce services to FreeeUp and/or FreeeUp's clients.

B. Independent Contractor shall have the right to determine the method, details, and means of performing the services to be done for FreeeUp. Independent Contractor shall use their own tools and equipment to the extent required to provide the services contemplated hereunder. FreeeUp shall have no right to, and shall not, control the manner or determine the method of accomplishing Independent Contractor's services. FreeeUp may, however, require Independent Contractor at all times to observe certain operational policies, "FreeeUp Worker Guidelines," of FreeeUp necessary for the efficient functioning of the business. The FreeeUp Worker Guidelines are provided contemporaneously with this Agreement. In addition, FreeeUp shall be entitled to exercise general power and supervision over the results of services performed by Independent Contractor to ensure satisfactory performance, including the right to inspect, the right to stop services, and the right to propose modifications to the services, schedules, or priorities. Independent Contractor acknowledges, understands and warrants the rendering of the services agreed to under this Agreement will be completed in a satisfactory and workmanlike manner. Failure to completely perform services agreed to in a satisfactory and workmanlike manner and in accordance with the FreeeUp Worker Guidelines is a material breach of this Agreement. FreeeUp may deduct any payment then or thereafter due to Independent Contractor as a result of their failure to perform services to FreeeUp or its clients in a satisfactory and workmanlike manner.

C. Independent Contractor shall perform all functions and services as an Independent Contractor. Independent Contractor shall comply with all applicable statutes and regulations, pay all taxes due on Independent Contractor's personal and business obligations, including employment and payroll taxes and withholdings for their employees, if applicable, and self-employment taxes. Independent Contractor agrees to report and pay any contributions for taxes, unemployment insurance, social security and other benefits for his or her self and their employees, if applicable, and to defend, indemnify and hold harmless FreeeUp (all references to FreeeUp in this section include its agents, affiliates, managers, members, principals, officers, directors, shareholders, successors and assigns) in any action, and for any damages, which may arise out of Independent Contractor's failure to report and pay any such contributions. FreeeUp agrees to provide Independent Contractor with an IRS Form 1099 annually as required by the Internal Revenue Code. Independent Contractor shall bear sole responsibility for hiring, supervising and paying for any assistance required to perform the obligations under this Agreement. Independent Contractor shall be solely responsible for any and all business expenses that Independent Contractor or their employees, if applicable, may incur in connection with performance of the obligations under this Agreement. Independent Contractor shall maintain appropriate legal authorization to conduct business as contemplated by this Agreement. Independent Contractor shall maintain all licenses and records of its business activities and all forms of insurance required by law including workers' compensation insurance (and provide certificates of insurance to FreeeUp confirming this coverage), if applicable.



D. If Independent Contractor has any personnel, employees or agents ("Independent Contractor Personnel"), Independent Contractor shall be solely responsible for all costs associated with the Independent Contractor Personnel including without limitation any obligations set forth in section C, above. Independent Contractor understands and acknowledges that they are prohibited from using any Independent Contractor Personnel for any services contemplated under this Agreement without the express, written permission of FreeeUp.

E. Independent Contractor understands and acknowledges that FreeeUp may, in its sole discretion, retain other Independent Contractors to perform the same or similar services as those for which Independent Contractor is retained hereunder.

F. Nothing in this Agreement shall be construed as granting to Independent Contractor any right or authority, expressed or implied, to assume or to create any obligation or responsibility on behalf of FreeeUp, unless expressly directed or authorized by FreeeUp in writing. Independent Contractor shall have no right or authority to assume or create any obligation(s) of any kind, express or implied on behalf of FreeeUp or to make any representation or warranty regarding FreeeUp unless expressly directed or authorized by FreeeUp in writing.

G. Independent Contractor understands and acknowledges that some services to be provided under this Agreement may be time sensitive. In any event, Independent Contractor shall notify FreeeUp of any change(s) in Independent Contractor's schedule that may impact the availability of Independent Contractor to perform the Independent Contractor's services, no later than two (2) weeks prior to the implementation or effective date of any schedule or availability changes. In the event a schedule change is to become effective at any time between October and January, no later than at least four (4) weeks prior written notice is required. In the event such notice cannot be effectuated, Independent Contractor shall promptly notify FreeeUp within a reasonable amount of time.

H. Notwithstanding the restrictions set forth and expressly agreed to in the Non-Solicitation and Confidentiality Agreement, nothing in this Agreement shall prohibit or preclude Independent Contractor from performing services for other parties or entities similar in nature to those performed under this Agreement. Further, the parties acknowledge that Independent Contractor has other clients and will be providing services for those other clients from time to time during the term of this Agreement.

2. **OBLIGATIONS OF FREEEUP.** For the duration of the Agreement, FreeeUp shall have the following obligations:

A. FreeeUp agrees to use its best efforts to provide Independent Contractor access to the clients requesting services in order to facilitate the performance of Independent Contractor's services under this Agreement.

B. FreeeUp agrees to pay services fees to Independent Contractor in accordance with the terms and conditions set forth in paragraph 3 of this Agreement.

3. **SERVICES FEES.** The payment of services fees to Independent Contractor shall be governed by the following terms and conditions:

A. During the term of this agreement, FreeeUp shall pay Independent Contractor for the services performed within ten (10) days of receiving Independent Contractor's logs or invoices for services provided under this Agreement. The amount to be paid for the services shall be at the specific rate per job agreed upon in writing by FreeeUp and Independent Contractor prior to commencing any services. Independent Contractor understands and acknowledges that they are solely responsible for all transaction fees associated with payment of service fees, including any Upwork fees where applicable. Independent Contractor acknowledges and understands that they the agreed upon rate for services is between Independent Contractor and Freeeup. The transaction fees are as follows, but subject to change upon written notice.

*Transaction and Currency Fees*

**Independent Contractors and Upwork**

For Independent Contractors that have a relationship with Upwork, all payments will still be made through



Upwork. Those payment will be paid every Thursday via Upwork. You are responsible for Upwork fees which is 20% for the first \$500, 10% for the next \$501-\$10,000 and 5% once you reach \$10,000+. Upwork keeps track of the total amount you have been paid so far and increases the discount as you earn more.

### **Non Upwork Workers**

If you Independent Contractor does not have a relationship with Upwork, they have the following payment option:

#### *Option #1: PayPal*

PayPal is the default payment method. If you don't tell us how you want to get paid, this is how you will be paid for services performed.

For Independent Contractors in the U.S. you are responsible for a 2% transaction fee, capped at \$1 per payment.

For Independent Contractors outside of the U.S., you are responsible for a 2% transaction fee with a maximum of \$20.00 USD per payment, or the foreign currency equivalent of \$20.00 USD.

#### *Option #2: Western Union*

For Independent Contractors in U.S. there is a \$0.50 per transaction fee. You must provide FreeeUp your banking information so that payments can be issued.

For Independent Contractors outside of the U.S. there is a transaction fee usually between \$3-\$5 depending on the location of your bank. The pro of Western Union compared to PayPal for international workers is it goes directly into your bank account and you can usually get a better exchange rate than PayPal. The con is the fee and it can take an extra day or so and we need your bank information to send the money.

#### *Option #3: Invoice US*

As an Independent Contractor you have the ability to invoice us each week. You can send us an invoice via Pioneer, Square or other available options. We will pay the invoice on Thursday and you will be responsible for that processor's fees.

B. If this relationship is terminated, for any reason, then the services fees payable to Independent Contractor shall be paid only for services actually provided to the satisfaction of FreeeUp prior to the termination of this Agreement. Independent Contractor understands and acknowledges that upon any material breach of this Agreement FreeeUp may withhold payments for services provided. Independent Contractor understands and agrees that during the term of this Agreement they will not discuss the agreed to rate for services with any client or negotiate any then existing fee rate or additional fee rate with clients including without limitation any offer to provide additional services for additional compensation and/or make any request or accept any form of payment from a client.

C. FreeeUp may deduct any payment then or thereafter due to Independent Contractor as a result of their failure to perform services to FreeeUp or its clients in a satisfactory and workmanlike manner.

D. Independent Contractor understands and acknowledges that payment for any service provided under this Agreement is expressly conditioned on Independent Contractor's execution of FreeeUp's Non-Solicitation and Confidentiality Agreement which is provided to Independent Contractor contemporaneously with this Agreement.

E. FreeeUp reserves the right to deduct any portion of any amount it is required to pay to or credit a client as a result of Independent Contractor's breach of the Independent Contractor Agreement from any fee Independent Contractor may have been otherwise due.

The following are only sample scenarios where FreeeUp may be entitled to a deduction to cover payments or credits to clients as a result of unsatisfactory conduct and/ or performance of Independent Contractor, solely and exclusively to be determined by and at the discretion of FreeeUp. Independent Contractor acknowledges and agrees that the following samples are not an exclusive listing of scenarios in which FreeeUp may, in its sole discretion, be entitled to a deduction of services fees:



1. Being unprepared at the time of scheduled work with the client.
2. Not having the contact information of the client, FreeeUp staff, or teammates.
3. Not contacting the client when signing on/ off and/or taking breaks if the client has requested it.
4. Not effectively communicating including without limitation your daily and weekly summary to the client.
5. The client contacting FreeeUp and making the following inquiries:
  - a. Where is my worker?
  - b. What is my worker's regular work routine?
  - c. What is my worker's number/ Viber/ Whatsapp?
  - d. I don't know when my worker is performing the services.
  - e. What did my worker do today?
  - d. What has my worker finished so far?
  - f. Can I please have an update on my worker?
  - g. My worker has not responded to my email.
  - h. My worker has not responded to my Skype.
  - i. Why did my worker leave without telling me?
  - j. My worker just told me he is going on vacation next week
- 6) Not responding to client communication in a reasonable time (1 business day).
- 7) Failure to provide full contact information to clients or ask for a client's contact information upfront.

4. **INDEMNIFICATION.** Independent Contractor hereby indemnifies and holds harmless, FreeeUp, its owners, managers, members, officers, directors, shareholders, successors and assigns, of and from any and all manner of actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, costs, expenses, attorney fees, claims, and demands whatsoever in law or equity, arising out of or related to this Agreement or the services provided by Independent Contractor pursuant to this Agreement. This expressly includes without limitation Independent Contractor's acceptance of all responsibility for any error, omission, failure to complete, failure to satisfactorily perform, defect, negligent, tortious, unlawful or illegal act or conduct during, related to or ancillary to any services Independent Contractor has agreed to provide under this Agreement including all damages sustained by any client of FreeeUp for which Independent Contractor provided or performed any services for under this Agreement. This indemnification and hold harmless provision further includes without limitation any classification of FreeeUp as an employer or joint employer of Independent Contractor; any employment-related claims, such as those relating to employment termination, employment discrimination, harassment, or retaliation; and any claims for unpaid wages or other compensation, overtime pay, sick leave, holiday or vacation pay, retirement benefits, worker's compensation benefits, unemployment benefits, or any other employee benefits. FreeeUp is entitled to an offset of sums due to the Independent Contractor to cover a portion of any indemnification as provided herein. Any offset utilized by FreeeUp is not to be construed in any manner to render FreeeUp's acceptance of such sums as satisfaction of the full indemnity agreed to herein and Independent Contractor remains expressly responsible and liable for any and all remaining sums necessary to fully indemnify FreeeUp.

5. **RELATIONSHIP OF FREEEUP AND INDEPENDENT CONTRACTOR.** FreeeUp and Independent Contractor agree and acknowledge that Independent Contractor is an Independent Contractor for FreeeUp and is not an employee of FreeeUp or any of its clients for any purposes whatsoever. The parties also agree that this Agreement does not constitute or create a general agency, joint venture, partnership or franchise between them. Except as provided in this Agreement, and all rules, guidelines and procedures of FreeeUp, Independent Contractor shall have the right to conduct their business as they deem proper. FreeeUp shall not make any deduction, withholding or contribution with respect to Independent Contractor on account of FICA (social security), unemployment insurance contributions, unemployment compensation, income tax or otherwise, under any federal, state or local laws that may be applicable to an employer/employee relationship. Independent Contractor agrees that they may be liable for self-employment tax and other obligations and agrees to comply with all applicable laws regarding their tax obligations. Independent Contractor agrees to obtain and provide to FreeeUp an employer identification number for Independent Contractor's business from the Internal Revenue Service (if they have not done so prior to execution of this Agreement) and to comply with all laws applicable to the operation of a business. If Independent Contractor is not incorporated or doing business in some specified form, their Social Security Number shall be their identification number.

6. **TERM AND TERMINATION.** This Agreement shall remain in effect for a period of six (6) months from

the date of execution of this Agreement by all parties hereto. Unless terminated, in writing, as provided herein, this Agreement shall automatically renew for successive periods of six (6) months each.

Termination of this Agreement may only occur as stated herein:

A. FreeeUp may terminate this Agreement at any time and for any reason without notice. The termination is effective on the date it is provided to Independent Contractor.

B. Independent Contractor may terminate this Agreement at any time upon thirty (30) days prior written notice to FreeeUp. Written notice of termination shall be provided by email, with a "read and received" receipt, to: [nathan@freeeup.com](mailto:nathan@freeeup.com), bearing the subject line: "Independent Contractor's Notice of Termination of Independent Contractor Agreement." Upon proper notice of termination of this Agreement, Independent Contractor understands, acknowledges and agrees to continue to perform services agreed to under this Agreement during the thirty (30) day notice period and to assist FreeeUp in transitioning clients to a new service provider.

C. Independent Contractor understands and acknowledges that a breach of Section B of this section, is a material breach of this Agreement and understands, acknowledges and agrees that FreeeUp is entitled to indemnification from Independent Contractor in the event FreeeUp and/or its client(s) suffer damages caused by Independent Contractor's breach of paragraph B.

D. Notwithstanding termination of this Agreement by its own term or by either party pursuant to sections A and B of this section all remaining provisions of this Agreement and the Non-Solicitation and Confidentiality Agreement shall remain in full force and effect for the time period agreed to by the parties.

7. **NO PRIOR RESTRICTIONS.** Independent Contractor represents and warrants that Independent Contractor is not a party to any other contract or agreement which would be violated by Independent Contractor's business relationship with FreeeUp contemplated by this Agreement.
8. **NOTICE AND CURE.** In the event Independent Contractor believes, in good faith, that the FreeeUp is in material breach of any obligation contained in this Agreement, Independent Contractor shall give FreeeUp written notice of the alleged breach and the FreeeUp shall have thirty (30) days in which to cure any breach. The notice of alleged breach shall be provided by either certified mail or email, with a "read and received" receipt required.
9. **WAIVER.** The parties agree that failure of any party to insist upon strict performance of this Agreement shall not be construed as a waiver of any rights to enforce this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.
10. **SEVERABILITY.** Should any provision of this Agreement be declared or determined to be invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and the invalid part, term, or provision shall be modified, if possible, to make it valid or, if modification is not possible, such part, term or provision shall be deemed not to be a part of this Agreement.
11. **COPIES AND COUNTERPARTS.** Any true fully executed copy of this Agreement, including any fully executed copy hereof, shall be deemed to constitute an original of the same. This Agreement may be executed in counterparts.
12. **ENTIRE AGREEMENT.** This Agreement represents the full, complete and entire agreement between the parties. This Agreement may only be modified in writing, signed by all parties. This Agreement supersedes all previous agreements between the parties and all previous discussions, agreements, representations, promises, admissions, or any other dealings, are merged into this Agreement and no longer have any effect or value for any purpose whatsoever except as contained in this Agreement.
13. **NO ASSIGNMENT.** This Agreement shall not be assigned by either party without the express written consent of the other party.
14. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida.
15. **JURISDICTION, VENUE AND WAIVER OF JURY TRIAL.** Any legal proceedings of any nature brought by any party to this Agreement shall be brought only in Orange County, Florida and the parties hereto expressly consent to jurisdiction and venue in Orange County, Florida. IN THE EVENT OF ANY

LITIGATION ARISING OUT OF, OR TO ENFORCE THIS AGREEMENT, EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO TRIAL BY JURY OF ANY SUCH ACTION.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**FreeeUp, LLC**

By:   
Title:   
Date:

**Independent Contractor**

By:   
Date:

**NON-SOLICITATION AND CONFIDENTIALITY AGREEMENT**

This NON-SOLICITATION AND CONFIDENTIALITY AGREEMENT ("Agreement") is made and entered this  ("Effective Date") by and between FreeeUp, LLC ("FreeeUp") and  ("Independent Contractor").

WHEREAS, FreeeUp is engaged in the business of providing E-Commerce consulting services in the United States and Internationally ("E-Commerce Business").

WHEREAS, Independent Contractor understands and acknowledges that consent to this Agreement is in consideration of and exists as part of his/her Independent Contractor relationship and Independent Contractor Agreement with FreeeUp;

WHEREAS, Independent Contractor will be or has been exposed to FreeeUp's trade secrets, confidential business information, and has received or may receive specialized training in connection with FreeeUp's operations, confidential business information and trade secrets, as well as Independent Contractor may be or has been exposed to trade secrets, confidential business information of FreeeUp's clients and has received or may receive specialized training in connection with FreeeUp's clients' operations; and

WHEREAS, FreeeUp is relying on Independent Contractor's commitments and obligations in this Agreement in disclosing confidential information and trade secrets to Independent Contractor.

NOW, THEREFORE, in consideration of the foregoing, including but not limited to the Independent Contractor Agreement between Independent Contractor and FreeeUp provided contemporaneously with this Agreement, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

**1. Incorporation of Recitals.**

The foregoing recitals are true and correct and are incorporated herein by reference.

**2. Acknowledgment.**

Independent Contractor recognizes and acknowledges that FreeeUp has legitimate business interests that justify this Agreement. The legitimate business interests of FreeeUp include, but are not limited to, trade secrets, valuable confidential business or professional information that otherwise does not qualify as a trade secret, substantial relationships with FreeeUp's Independent Contractors and specific prospective or existing customers or clients, customer or client goodwill, and the extraordinary or specialized information in which Independent Contractor may receive during their Independent Contractor relationship with FreeeUp, in all of which FreeeUp has a made a substantial investment. Independent Contractor further recognizes and acknowledges that the restrictive covenants contained in this



Agreement are reasonably necessary to protect FreeeUp and its clients' legitimate business interests.

### **3. Non-Solicitation of FreeeUp's Customers.**

During the of Independent Contractor's Independent Contractor Agreement ("Independent Contractor Agreement") with FreeeUp and for a period of two (2) years immediately following the termination of the Independent Contractor Agreement, Independent Contractor shall not, directly or indirectly, for his or her own account or for the account any other person or entity, solicit or accept orders from, or provide services similar to, the services performed by Independent Contractor under their Independent Contractor Agreement to any party which was a client or customer of FreeeUp (all references to FreeeUp in this paragraph include any client or customer of FreeeUp's clients for which Independent Contractor provided services under their Independent Contractor Agreement) during the term of the Independent Contractor Agreement, or to any party which FreeeUp was actively soliciting to be a customer or client during the twelve (12) month period preceding the date upon which Independent Contractor Agreement expires or is terminated. Independent Contractor agrees not to do business in the E-Commerce Business, under any circumstances, with any customer or client of FreeeUp no matter how such contact might occur or be initiated, directly or indirectly, for his or her own account or for the account of others, during this two (2) year non-solicitation period. Further, Independent Contractor shall not at any time, directly or indirectly, in any manner, interfere with any contracts or agreements between FreeeUp and any third parties, and Independent Contractor shall not urge, any actual or potential customer, client, or vendor of FreeeUp to discontinue or not to do business, in whole or in part, with FreeeUp. Independent Contractor also agrees that Independent Contractor shall not, directly or indirectly, make any false, negative, damaging, or disparaging statement, representation, comment, or communication of any kind, to any person or entity, regarding FreeeUp, its management, methods of doing business, the quality of its services, role in the community, or treatment of its customers, clients or Independent Contractors.

### **4. Non-Solicitation of FreeeUp's Independent Contractors.**

During the term of the Independent Contractor Agreement with FreeeUp and for a period of two (2) years immediately following the termination of the Independent Contractor Agreement or relationship with FreeeUp, Independent Contractor shall not, directly or indirectly, for his or her own account or for the account of any other person or entity, solicit, hire, or entice away any Independent Contractors of FreeeUp. Further, Independent Contractor shall not assist any current or former Independent Contractor of FreeeUp who is subject to an agreement with FreeeUp containing unexpired, non-solicitation or confidentiality obligations, to violate his or her agreement with FreeeUp. The prohibitions in this paragraph preclude activities which include, but are not limited to, any efforts to hire any current or former FreeeUp Independent Contractor who is subject to an agreement with FreeeUp containing unexpired non-solicitation or confidentiality obligations for the benefit of any competitor of FreeeUp.

### **5. Confidentiality.**

The Independent Contractor shall not, while during the term of his Independent Contractor Agreement with FreeeUp and for a five (5) years after the termination of Independent Contractor's employment, for any reason whatsoever other than advancing the legitimate business interest of the owner of the trade secret or confidential information under the written authorization and instruction of the owner, disclose or use, directly or indirectly, for the benefit of Independent Contractor or any other person or entity, any trade secrets or confidential information of FreeeUp (all references to FreeeUp in this sentence and the following sentence include any trade secrets or confidential information of Freeeup's clients). The following are, without limitation, confidential information and trade secrets of FreeeUp: research and development materials, inventions, algorithms, formulas, specifications, designs, data, strategies, proprietary methods; consumer research; industry insight; brand strategy; the identity of FreeeUp's customers or customer lists; suppliers and vendors of FreeeUp; price and cost information; FreeeUp's past, current and prospective services; FreeeUp's pricing strategies; FreeeUp's marketing plans and strategies; FreeeUp's business projections; and any information concerning FreeeUp's business operations and internal structure (including without limitation income, liabilities and other financial information). Further, upon termination of the Independent Contractor Agreement with FreeeUp,



Independent Contractor shall not take with him or her, without the prior written consent of the Chief Executive Officer of FreeeUp (or such person as he may designate in writing), any written, graphic, computerized or recorded information relating or pertaining to FreeeUp, its business or its clients.

## **6. Reasonableness of Limitations.**

It is agreed by the parties that the covenants in this Agreement are reasonably necessary to protect the legitimate business interests of FreeeUp and its clients and that such covenants impose a reasonable restraint on Independent Contractor in light of the activities and business of FreeeUp on the date of the execution of this Agreement and the current plans of FreeeUp; but it is also the intent of FreeeUp and Independent Contractor that such covenants be construed and enforced in accordance with the changing activities and business of FreeeUp throughout the term of this Agreement, whether before or after the date of termination of the Independent Contractor Agreement.

## **7. Work Product.**

Independent Contractor agrees that any and all recipes, proprietary information, ideas, algorithms, formulas, specifications, inventions, discoveries, ideas, or improvements, whether or not patentable (collectively, "Work Product"), that are made or conceived by the Independent Contractor, either alone or with others, while performing any services agreed to under the Independent Contractor Agreement shall be the property of the FreeeUp. The Independent Contractor shall promptly advise FreeeUp in writing of each Work Product, whether or not patentable, that is made or conceived by Independent Contractor, either alone or with others, while performing services under the Independent Contractor Agreement. The Independent Contractor shall submit to FreeeUp in a form prescribed by it, a written disclosure of each Work Product describing its nature, use and operations. The Independent Contractor shall abide by FreeeUp's policies with regard to Work Product as may be in effect from time to time. The Independent Contractor will, without further consideration, assign to FreeeUp or its nominee all right, title, and interest in each Work Product, whether or not patentable. The Independent Contractor will at all times during his or her Independent Contractor Agreement and after its termination, assist FreeeUp or its nominee as requested at FreeeUp or FreeeUp's nominee's sole expense, to obtain patents or other forms of protection for any Work Product in any and all countries. From time to time on request, the Independent Contractor shall execute all papers and do all proper things that may be reasonable requested to protect and maintain FreeeUp or its nominee's rights in such Work Product.

## **8. Enforcement.**

If Independent Contractor violates any of the terms or conditions of this Agreement, Independent Contractor acknowledges that FreeeUp will suffer irreparable harm and that monetary damages may not be an adequate remedy. Independent Contractor agrees that should he or she violate any of the terms or conditions of this Agreement, FreeeUp may apply to a court of competent jurisdiction for and obtain an order enjoining any further violations. In any court order, the time limitations provided for in this Agreement may be extended by the length of time it is determined that Independent Contractor was in violation of any provision of the Agreement. Additionally, FreeeUp may seek damages for any injuries suffered by it as a result of Independent Contractor's violation to the extent that damages are reasonably capable of ascertainment. Independent Contractor agrees to inform any other employer or party he or she contracts to perform services for (collectively "Employer") during the term and provisions of this Agreement and provide each Employer with a copy of this Agreement. Any concurrent or subsequent Employer of Independent Contractor shall be deemed to have notice of this Agreement, and any employment of the Independent Contractor by such Employer shall constitute a tortious interference by such Employer with this Agreement. Further, Independent Contractor agrees that FreeeUp shall have the right to communicate the terms of this Agreement to any third parties, including but not limited to, any past, present or prospective employer of Independent Contractor. Independent Contractor waives any right to assert any claim for damages against FreeeUp, or any officer, manager, member or agent of FreeeUp, arising from any disclosure of this Agreement or its terms to any third party.

**9. No Prior Restrictions & Indemnity.**

Independent Contractor represents and warrants that Independent Contractor is not a party to any other contract or agreement which would be violated by this Agreement and Independent Contractor Agreement with FreeeUp and that Independent Contractor is not a party to any contract of employment, employment agreement, restrictive covenant, non-competition agreement or other similar agreement or restriction (all of the foregoing are hereafter referred to as "Prior Restrictions") which would, in any manner whatsoever, prohibit, restrict or impact the Independent Contractor's ability to perform any duties on behalf of FreeeUp as an Independent Contractor of FreeeUp. Independent Contractor agrees to indemnify FreeeUp and hold it harmless of and from any and all liability, expenses, costs and attorney's fees (including attorney's fees and costs incurred in advance of any suit and fees and costs on appeal) and the cost of any settlement, incurred by FreeeUp in connection with any claims, demands, suits, actions, proceedings or judgments which, in any manner, arise out of or relate to, any Prior Restrictions.

**10. Attorney's Fees & Venue.**

This Agreement shall be governed by the laws of the State of Florida. In the event of any litigation arising from or associated with this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees including fees, expenses and costs incurred in advance of filing suit and fees and costs on appeal. The parties agree that any action to enforce or avoid this Agreement shall have as its venue solely and exclusively in the Circuit Court of Orange County, Florida. THE INDEPENDENT CONTRACTOR AND FREEEUP EXPRESSLY WAIVE THE RIGHT TO A JURY TRIAL IN ANY SUCH ACTION.

**11. Severability.**

Should any provision of this Agreement be declared or determined to be invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and the invalid part, term, or provision shall be modified, if possible, to make it valid or, if modification is not possible, such part, term or provision shall be deemed not to be a part of this Agreement.

**12. Assignment.**

This Agreement shall not be assigned by either party without the express written consent of the other party.

**13. Whole Agreement.**

This Agreement supersedes and replaces all previous, contracts, understandings or employment agreements between the parties. The parties further acknowledge that this Agreement represents the complete and entire agreement of the parties and all previous representations, understandings, or agreements, whether oral or written, are deemed to have been subsumed and merged into this Agreement.

**The Parties are signing this Agreement on the date stated in the introductory clause.**

**The Parties hereby agree to both "Independent Contractor Agreement" and "Non-Solicitation and Confidentiality Agreement".**

Date: 

April 19, 2024



**Nathan Hirsch**  
CEO  
Freeeup LLC

**YOUR NAME AND SIGNATURE**

X \_\_\_\_\_ X \_\_\_\_\_

Signed By  
Signed On: October 29, 2017



# Signature Certificate

Document name: Independent Contract Agreement - Draft

Unique Document ID: F847647F27AC243466481BB5B01DC6A55BAF413E



**Timestamp**

2016-10-06 01:56:00 EDT

**Audit**

Independent Contract Agreement - Draft Uploaded by  
Nathan Hirsch - nathan@freeeup.com IP  
122.53.160.104



This audit trail report provides a detailed record of the online activity and events recorded for this contract.