CONTRACT

CLIENT NAME: YOUR COMPANY NAME

FREELANCER NAME: Kristóf Szever E.V.

SAMPLE

EDUCATING MEDIA

KNOW ALL MEN BY THESE PRESENTS:

This Freelance Contract (this "**Contract**"), is entered into by and between:

(hereinafter referred to "**Client**");

-and-

Kristóf Szever, with an office located at Hungary, **H-1234 Lorem County, Ipsum, Lorem road 9.**, (hereinafter referred to as "**Freelancer**").
Freelancer Tax ID: HU1234567
Freelancer Bank: Bank Name
IBAN: HU12 12345678 123132435 1234567;
SWIFT (BIC): UBRTHUHB

WITNESSETH: That -

WHEREAS, Client has a need for Multimedia Developer/eLearning Developer;
WHEREAS, Freelancer has the skills and expressing interest in performing such services for Client;
WHEREAS, the Parties wish to set forth the terms and conditions upon which such services will be provided to Client.

NOW THEREFORE, for and in consideration of the foregoing premises herein contained, the parties hereby agree as follows:

Description of the Services
Freelancer will provide multimedia design and development of training products and any other training related information, content and/or product(s), as required by the Client.

Relationship of the Parties
Freelancer enters into this Agreement as, and shall continue to be, an independent contractor. All Services shall be performed only by Freelancer and Freelancer's employees (i.e. employees on the Freelancer's regular payroll and/or external individuals hired by the Freelancer specific to the project awarded by the Client). Under no circumstances shall Freelancer, or any of Freelancer's employees, look to Client as his/her employer, or as a partner, agent or principal. Neither Freelancer, nor any of Freelancer's employees, shall be entitled to any benefits accorded to Client's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Freelancer's expense, and in Freelancer's name, unemployment, disability, worker's compensation and other insurance, as well as licenses and permits usual or necessary for conducting the Services.

Compensation

[PREDISCUSSED PRICING]

FREELANCE CONTRACT TERMS AND CONDITIONS

INTELLECTUAL PROPERTY RIGHTS

Pre-Existing Intellectual Property

Unless for the Client's benefit, the Freelancer will not use any third party or any pre-existing intellectual property in connection with this Contract. Should the Freelancer use such preexisting intellectual property, the Freelancer will be obliged to obtain from the third-party owner the right to use such intellectual property and in no way shall the Client be burdened by any inconvenience caused by the Freelancer in the engagement to this Contract. Any preexisting intellectual property used in the deliverables remains the property of the Freelancer unless specifically transferred to the Client in writing. All works and intellectual property as to the product result of the service provided by the Freelancer to the Client shall be owned by the Client, including 3rd party Pre-Existing Intellectual Property if there is any, as it being incorporated into the deliverables by the Freelancer to the Client, with the license including the right to sell, use, reproduce, modify, adapt, display, distribute, disclose, and to sublicense, among others.

Intellectual Property of Client.

Freelancer may not have any right or interest in any of Client's Intellectual property, except for the limited use which is for the benefit of the Client.

CONFIDENTIALITY

Confidential Information

For the purpose of this Agreement, Confidential Information shall mean propriety information or any information in consonance to the proprietary rights of a Party. This may also mean an information distinctively declared as confidential by the Disclosing Party. This information may be acquired by the Receiving Party through knowledge or grant of access by the Disclosing Party. The information herein includes but not limited to, those conceived or discovered or developed in whole or in part by Freelancer hereunder.

Client Confidential Information

The concepts, deliverables, discoveries, ideas, tools in various states of development provided by the Client, and likewise designs, drafts, specifications, techniques, methods, processes, procedures, contacts, associations, references, other information related to customers, product prices, offers, policies and financial information, this Contract and the existence of this Contract, and any work assignments authorized or issued under this Contract. All confidential information shall not be disclosed by the Freelancer to third parties and shall continue to be in force even at the termination of this Contract.

Non-Disclosure

Except as permitted in writing and signed by the Client, the Parties hereby agree that during the term of this Agreement and thereafter, the Freelancer may not use for commercialization, disclose to any person the Confidential Information by the Client. Freelancer hereby represents that the execution of this Contract, does not in any way produce conflict or breach to any contractual or fiduciary obligation to which Freelancer is bound.

TERMINATION

Term

This Agreement shall be effective from   and shall continue in

effect until terminated by either party in accordance with the terms set forth herein, or amended by mutual written agreement of both parties.

Right to Terminate by Client

Client may terminate this Contract and/or an individual or any open project without liability at any time upon 30 days' prior written notice to Freelancer. Upon termination, Freelancer will provide Client a report of the status of any project in progress or completed by the Freelancer. Client shall not withhold any payment to Freelancer for the equitable amount for the partially completed work in progress and the agreed-to price for the completed Services and/or Deliverables provided and accepted before the end of the Agreement. Freelancer shall return all Confidential Information, including all notes, records, or any file to the Client which in any way may incorporate Confidential Information provided by Client to Freelancer. If Client exercises its right to terminate the Agreement, any obligation it may otherwise have under this Agreement shall cease immediately.

Right to Terminate by Freelancer

Freelancer may terminate this Contract and/or an individual or any open project without liability at any time upon 30 days' prior written notice to Client. Upon termination, Freelancer will provide Client a report of the status of any project in progress or completed by the Freelancer. Client shall not withhold any payment to Freelancer for the equitable amount for the partially completed work in progress and the agreed-to price for the completed Services and/or Deliverables provided and accepted before the end of the Agreement. Freelancer shall return all Confidential Information, including all notes, records, or any file to the Client which in any way may incorporate Confidential Information provided by Client to Freelancer. If Freelancer exercises its right to terminate the Agreement, any obligation it may otherwise have under this Agreement shall cease immediately.

WARRANTIES

Freelancer warrants that all Services and Deliverables by the Freelancer is free from any defect and is conforming to the specifications required by the Client. Likewise, the Freelancer warrants that the work made by the latter is original and does not infringe any trademark, service mark, trade name, secrets, proprietary or copyright of any third party.

LIMITATION OF LIABILITY

No party shall be liable for any damages, loss of data, profits or revenue, cost of capital or downtime costs in any way connected with, the subject matter of the agreement.

INSURANCE

Freelancer shall be responsible in the Freelancer's insurance coverage for the business as required by any applicable law or regulation, including, but not limited to, Workers' Compensation insurance as required by any applicable law or regulation.

INSPECTION AND ACCEPTANCE

Client shall inspect any of the services performed or deliverables provided by the Freelancer before acceptance. Should the services performed be found to be unsatisfactory based on the agreed-upon criteria, Client may require Freelancer to redo, replace, or repair the work done to bring such to full compliance with the requirements at the cost of Freelancer. The number of revisions shall not exceed two (2) rounds without additional compensation. Should any defect not be corrected by re-performance or fail to promptly conform to the services and/or deliverables as defined by the requirements or specifications, Client may reduce the price payable to the Freelancer for services performed and/or Deliverables delivered by Freelancer and accepted by Client and/or contract perform or subcontract services to another freelancer, or terminate the project and/or this Contract for default.

MISCELLANEOUS

Counterparts

This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Contract.

Agreement Modification

No modification or alteration of this Contract shall be considered as having been made unless executed in writing and duly signed by the parties hereto.

Assignment

Neither party shall assign or transfer its right and obligations under this contract without the prior written consent of the other.

Separability Clause

Should any of the provision of this Contract be held invalid by any competent court, the same shall apply only to the said provision involved and the remaining provisions hereof shall remain valid and enforceable.

No Employer-Employee Relationship

The Parties to this Agreement, in entering to this Contract, does not in any way, create an employer- employee relationship. The Client and Freelancer agree that upon execution of this Agreement the Freelancer, during this Contract shall remain an independent contractor and not bound by the Client's employment rules and regulations.

Dispute Resolution

Any disputes arising out of or related to this Contract shall be resolved through mediation or arbitration in _____, as agreed upon by both parties. If mediation is unsuccessful, the dispute shall be settled by binding arbitration under the rules of the _____
.

Force Majeure

No Party shall be held liable for any failure in performance under this Contract when failure is caused beyond that Party's reasonable control, including, but not limited to, acts of terrorism, war, earthquake, fire, storm, flood, accident, and prolonged shortage of energy. In the event of such delay, the scheduled date for delivery shall be adjusted reasonably to the benefit of the Freelancer. If the delay remains in effect for a period in excess of thirty days, Client may terminate this Contract upon written notice to Freelancer.

Entire Contract
This Agreement, including the documents attached herein shall constitute the one and the same agreement between the Parties. This Agreement supplants any other previous oral or written commitments, agreements or understanding. Further, this Contract may not be modified, changed, or otherwise altered in any respect except by a written agreement and consent signed by both Parties.

This contract contains the final and entire agreement and understanding between the Parties and is the complete and exclusive statement of its terms. This contract supersedes all prior agreement and understandings, whether oral or written, in connection therewith. IN WITNESS WHEREOF, the parties hereunto have affixed their signatures this day of, _____ .

Freelancer Signature
Szever Kristóf

Client Signature
YOUR COMPANY

SAMPLE