

EMPLOYMENT CONTRACT

Contract No. EMP-2024-UK-001

Effective Date: January 1, 2026

Expiration Date: December 31, 2028

THIS AGREEMENT IS ENTERED INTO BETWEEN THE FOLLOWING PARTIES

PARTY A (FIRST PARTY)

Tech Innovations Ltd

45 Queen Street
London
EC1V 9DS
United Kingdom

Contact: contact@techinnovations.co.uk | +44 20 7946 0123

AND

PARTY B (SECOND PARTY)

John Smith

78 Baker Street
London
NW1 6XE
United Kingdom

Contact: john.smith@email.com | +44 7712 345678

This Employment Contract (the "Contract") is entered into between Tech Innovations Ltd (the "Employer") and John Smith (the "Employee"). This Contract outlines the terms and conditions of employment.

TERMS AND CONDITIONS

1. DEFINITIONS

In this Agreement:

Services: the services described in Schedule A

Deliverables: all work product, materials, or results created in connection with the Services

Intellectual Property Rights: all copyrights, trademarks, trade secrets, patent rights, moral rights (to the extent applicable), and other intellectual property rights

Effective Date: the date the Services begin, being January 1, 2026

2. SERVICES

2.1 The Contractor shall provide the Services in a professional and workmanlike manner consistent with generally accepted industry standards.

2.2 The Contractor shall have sole discretion and control over the manner, means, methods, and timing of performing the Services, subject only to agreed deliverables and deadlines.

2.3 Nothing in this Agreement obligates the Client to offer work or the Contractor to accept work unless agreed in writing.

3. TERM

This Agreement shall commence on the Effective Date and continue until terminated in accordance with Section 14.

4. FEES AND PAYMENT

4.1 Fees shall be as set out in Schedule B.

4.2 The Contractor shall invoice monthly.

4.3 Payment shall be made within 30 days of receipt of a valid invoice.

4.4 All fees are exclusive of sales tax, use tax, or similar taxes, if applicable.

4.5 The Contractor may suspend Services upon 7 days' written notice if payment is overdue.

5. EXPENSES

The Client shall reimburse only those expenses that are pre-approved in writing and reasonably incurred in connection with the Services.

6. CHANGE MANAGEMENT

6.1 Any material change to the scope, Deliverables, timelines, or pricing must be agreed in writing by both Parties.

6.2 The Contractor is not obligated to perform additional work outside the agreed scope without such written agreement.

7. ACCEPTANCE

7.1 The Client shall review Deliverables within 10 business days.

7.2 Deliverables shall be deemed accepted unless the Client provides written notice of material nonconformity within that period.

7.3 The Contractor shall correct valid deficiencies within a reasonable time.

8. INDEPENDENT CONTRACTOR STATUS

8.1 The Parties acknowledge that the Contractor is an **independent contractor**, and nothing in this Agreement creates an employment, partnership, joint venture, or agency relationship.

8.2 The Contractor is solely responsible for all federal, state, and local taxes, withholdings, insurance, and statutory obligations arising from compensation paid under this Agreement.

8.3 The Contractor is not eligible for, and waives any claim to, employee benefits offered by the Client.

9. DELEGATION AND SUBCONTRACTING

9.1 The Contractor may engage subcontractors or assistants at their own expense, provided the Contractor remains responsible for the Services and Deliverables.

9.2 The Contractor shall ensure that any subcontractor complies with applicable obligations under this Agreement.

10. INTELLECTUAL PROPERTY

10.1 Except for Contractor Pre-Existing Intellectual Property, all Deliverables shall be considered **“work made for hire”** to the extent permitted under US copyright law.

10.2 To the extent any Deliverable does not qualify as a work made for hire, the Contractor hereby irrevocably assigns all right, title, and interest in such Deliverables to the Client upon full payment of all fees due.

10.3 The Contractor retains ownership of pre-existing intellectual property but grants the Client a perpetual, non-exclusive, royalty-free license to use any such materials incorporated into the Deliverables.

10.4 The Contractor may reference Deliverables in portfolios unless restricted by confidentiality obligations.

11. CONFIDENTIALITY

11.1 Each Party shall maintain the confidentiality of all non-public, proprietary, or confidential information received in connection with this Agreement.

11.2 Confidentiality obligations shall survive termination for 5 years.

12. DATA PROTECTION

Each Party shall comply with applicable data protection and privacy laws, including U.S. state and federal privacy laws.

13. WARRANTIES AND LIABILITY

13.1 Each Party represents and warrants that it has full authority to enter into this Agreement.

13.2 The Contractor warrants that the Services will be performed in a professional and workmanlike manner.

13.3 Neither Party shall be liable for indirect, incidental, consequential, or punitive damages.

13.4 The Contractor's total liability under this Agreement shall not exceed the fees paid in the preceding 12 months, except in cases of fraud or willful misconduct.

13.5 Each Party shall maintain commercially reasonable insurance coverage appropriate to its obligations.

14. TERMINATION

14.1 Either Party may terminate this Agreement upon 30 days' written notice.

14.2 Either Party may terminate immediately for material breach not cured within 14 days.

14.3 Upon termination, the Client shall pay the Contractor for Services performed up to the termination date.

15. CONFLICT OF INTEREST

The Contractor shall not knowingly engage in activities that create a material conflict of interest with the Services during the term of this Agreement.

16. FORCE MAJEURE

Neither Party shall be liable for failure or delay in performance due to events beyond reasonable control.

17. DISPUTE RESOLUTION

The Parties shall attempt to resolve disputes through good-faith negotiation.

If unresolved, disputes shall be resolved by court litigation.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements.

19. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California, without regard to conflict-of-law principles.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT

PARTY A

PARTY B

Jane Doe
HR Director

Date: January 1, 2026

John Smith
Employee

Date: January 1, 2026

WITNESS

Emily Clark

Date:

NOTARY PUBLIC

Notary Public Registration No. 123456