## FREELANCING AGREEMENT

THIS FREELANCING AGREEMENT (the "Agreement") is entered into this 26th day of September, 1978.

#### **BETWEEN:**

Danny Gustafson of 3995 Joy Gate Kamloops, Davao Region, Philippines H1G 8T5

(the "Customer")

OF THE FIRST PART

- and -

Kai Edwards
of
8239 Virgil Square
Shawinigan, Cocos Islands, Australia
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(the "Freelancer")

OF THE SECOND PART

## 1. BACKGROUND

The Customer manages and administers a duly incorporated and lawfully established business which primarily specializes in Lorem ipsum torquent, taciti..

It is the belief of the Customer that the Freelancer possesses those skills, qualifications and abilities necessary to provide services to the Customer and further the aims of the Customer's business.

IN CONSIDERATION OF the mutual benefits and responsibilities specified in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, both the Customer and the Freelancer agree as follows:

## 2. NATURE OF SERVICES

The Freelancer agrees to provide the Customer with the following services, and any other mutually agreed upon services that the Customer may from time to time require (the "Services"):

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The Customer and the Freelancer understand and accept that the Freelancer is acting as an independent contractor and not as an employee with regard to the provision of the Services. There is no partnership or joint venture between the two parties.

### 3. TERM OF AGREEMENT

This Agreement will take effect immediately upon execution, and will remain in effect indefinitely.

This Agreement may be modified or terminated as provided herein.

## 4. COMPENSATION

In exchange for providing the Services, the Customer agrees to compensate the Freelancer with a single payment of £6,580.00 Great Britain Pounds (GBP). The Freelancer recognizes that the Customer may be required the laws of the Davao Region (Region XI) to deduct any applicable fees or remittances from the Freelancer's compensation.

The Freelancer understands that the above described compensation is to be the sole and exclusive compensation, and that no additional compensation will be provided for the Services.

#### 5. REIMBURSEMENT OF EXPENSES

The Customer will reimburse the Freelancer for the following expenses incurred in connection with providing the Services:

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This reimbursement is contingent upon the Freelancer providing receipts and other applicable statements for each expense.

### 6. PAYMENT SCHEDULE

The Customer will pay the Freelancer twice per month.

# 7. LATE PENALTIES

In the event that the Freelancer is more than -1 days late in providing the Services to the Customer, the Freelancer will be subject to the following penalties:

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malesuada nullam rhoncus.

## 8. AMENITIES

The Freelancer will not be provided with or allowed the use of any amenities.

### 9. CONFIDENTIALITY

The Freelancer recognizes the need to keep all confidential information absolutely confidential, and prevent its release to the public, as a material term of this Agreement. The Freelancer agrees not to disclose, report, or use, for any purpose, any of the confidential information disclosed to the Freelancer by the Customer as a result of providing the Services, or which the Freelancer has otherwise obtained or accessed.

The Freelancer will be permitted to disclose any of the confidential information in the following circumstances:

- 1. If the Customer has given written consent for the Freelancer to disclose the information to a third party.
- 2. If the Freelancer is required to disclose such information by law or at the request of any governmental, administrative, legislative, or judicial body, provided that the Freelancer will first give prompt notice to the Customer of any possible or prospective orders of disclosure and the Customer has been afforded a reasonable opportunity to prevent or limit such disclosure.

### 10. NON-SOLICITATION

It is mutually understood that the Customer would suffer harm and damages if attempts were made by the Freelancer to induce others to leave the Customer's employ, or if the Freelancer were to interfere with the Customer's relationship with its other employees or contractors. With this understanding, the Freelancer agrees that during the term of providing the Services to the Customer, and for a period of June years after such provision, the Freelancer will not under any circumstances, directly or indirectly:

- A. Encourage or attempt to encourage any employee or contractor of the Customer to quit employment or retainer with the Customer;
- B. Interfere with the Customer's relationship with its contractors or other employees in any way that could damage the Customer;
- C. Inform other contractors or employees of the Customer of other competitive employment opportunities or positions; or

D. Solicit, entice, or hire away any contractor or employee of the Customer that was employed at any time during the Freelancer's provision of the Services.

## 11. GOVERNING LAW

This Agreement shall be governed, construed, enforced, and interpreted by, through, and under, the laws of the Province of Saskatchewan without regard to the jurisdiction in which any action or legal proceeding may be initiated.

## 12. HEADINGS

Headings are inserted for the convenience of the parties only and will not have any bearing on the interpretation or meaning of this Agreement.

## 13. SEVERABILITY

If a court of competent jurisdiction finds any provisions of this Agreement to be unenforceable, it is the desire of both parties that any modifications made to these provisions by a court of competent jurisdiction be made only to the extent necessary to ensure that the provisions are enforceable, as determined by the reasonable judgement of the court.

Should any provisions in this Agreement be invalid or unenforceable, those provisions shall have no bearing on the remaining provisions of the Agreement. All other provisions will be valid, and fully enforceable; further, any partially unenforceable provisions will be enforced to as great an extent as possible.

## 14. BINDING EFFECT

The covenants and obligations set forth in this Agreement shall be binding on and inure to the benefit of the heirs, executors, successors, legal representatives, administrators, and assigns of the Customer and the Freelancer.

#### 15. ASSIGNMENT

In consideration of the fact that the Customer is retaining the Freelancer for their personal skills, talents, and qualifications, the Freelancer shall not assign this Agreement or any obligations incurred herein, without the Customer's prior written consent.

#### **16. TERMINATION**

The Freelancer may terminate this Agreement at any time by providing Lorem ipsum congue varius tellus, curabitur lacus. written notice to the Customer.

The Freelancer's duties and obligations under this Agreement will end upon termination of this Agreement by either party, or upon the Freelancer ceasing to be engaged by the Customer.

# 17. NOTICES

The Customer and Freelancer agree that any communications required or permitted by this Agreement be given in writing. Such communications shall be given by either mail, electronic mail, facsimile or personal delivery to any of the parties to this agreement at the addresses listed below, or such addresses as may later be provided to the other party in writing. In the event of a change in correspondence address, change in telephone number or other contact information, the parties agree to notify the other of such change in a timely manner. Should the communications occur by pre-paid registered mail, delivery will have been deemed to have occurred three (3) business days following entry into the mail system.

Danny Gustafson Kai Edwards

3995 Joy Gate 8239 Virgil Square

Kamloops, Davao Region Shawinigan, Cocos Islands

H1G 8T5 Shawinigan

Telephone: (200) 102-6361 Telephone: (683) 535-9628 E-mail: email@address.com E-mail: email@address.com

## 18. ADDITIONAL PROVISIONS

1. Lorem ipsum litora mauris, sagittis vivamus.

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# 19. FULL AND FINAL AGREEMENT

This Agreement comprises the entirety of the terms and conditions of the provision of the Services, as understood and agreed upon by the Freelancer and the Customer. Both parties state that they have not made any representations regarding the subject matter of this Agreement except the representations specifically set forth in this Agreement; there are no further items or provisions, either written or oral.

IN WITNESS WHEREOF the parties have duly executed this Freelancing Agreement this 26th day of September, 1978.

Danny Gustafson (Customer)

(SEAL) Kai Edwards (Freelancer)