

2024
Edition



Independent Contractor Agreement

What is an Independent Contractor Agreement?

An Independent Contractor Agreement (ICA) is a written document that sets the rules for the relationship between a company and an individual or legal entity hired to provide specific tasks or services.

It includes information related to contractor's services and scopes of work, payments, terms and deadlines. Additionally, it provides guidance regarding confidentiality, intellectual property, indemnification and dispute resolutions.

A correct use of an ICA limits the risk of employment misclassification, acts as a legal foundation in the event of a dispute, and sets clear expectations for both parties.

Using this Template Effectively

You can use this document by filling the spaces highlighted with company and contractor's information, description of services and payment terms.

This template also includes a Statement of Work (the "SOW") which is a supplementary document to the ICA that outlines more specific aspects of the service to be performed. The advantage of using SOWs is that, in the event of needing additional services from the contractor, it is not necessary to modify the ICA, but rather to incorporate a new SOW to it.

Disclaimer

This template is provided for informational purposes only. Please note that it is not intended to be considered as legal advice. The ICA template available on the Ontop Platform is different from this one and may be subject to periodic updates.

Note: Data fields in this template have been filled out with example information to improve your visualization experience. Despite any similarities with real individuals, this information is not real.

Independent Contractor Agreement

This Independent Contractor Agreement (the “**Agreement**”) is entered into as of **January 1, 2024** (“**Effective Date**”), between

Client

Client Name: **Rolling Stones Ltd.**
Client Entity Type: **Limited Liability Company**
Client Country: **United Kingdom** (“**Client Country**”)
Client State or Province: **London** (“**Client State**”)
Client City or County: **London** (“**Client City**”)
Client Street Address: **2020 Rock ‘n Roll Ave.**
Client Tax ID: **123456789**
Client Email: **rockstar@keeponrolling.com** (the “**Client**”); and

Contractor

Contractor Name: **Mick Jagger**
Contractor Type: **Individual**
Contractor Country: **United States of America** (“**Contractor Country**”)
Contractor State or Province: **Florida**
Contractor City or County: **Miami**
Contractor Street Address: **2020 Palm Beach Drive**
Contractor Tax ID: **123456789**
Contractor Email: **micky@moveslikejagger.com** (the “**Contractor**”).

The Client and the Contractor are referred to in this Agreement as a “**Party**”, and collectively, as the “**Parties**”.

Through this Agreement, the Parties agree as follows:

1. Contractor Services

- 1.1 Working exclusively or chiefly in the Contractor Country, the Contractor will provide the Client the Services (the “**Services**”) established in each statement of work attached to this Agreement (the “**Statement of Work**”, “**SOW**”, or “**Schedule A**”).
- 1.2 Each SOW executed by the Parties will form an integral part of this Agreement.

2. Compensation

- 2.1 In consideration of the Services to be provided by the Contractor, the Client agrees to pay the fees (the “**Compensation**”), as outlined in each SOW.

- 2.2 Payment Agent.** The Contractor's Compensation will be paid via the Client's payment agent, Ontop Holdings Inc., a Delaware corporation (the "**Payment Agent**"). All payments made by the Client and disbursed by the Payment Agent to the Contractor will be paid through the Payment Agent's platform as provided in the Payment Agent's terms of service ("**Terms of Service**", available at: <https://www.getontop.com/legal/terms-of-service>), which are incorporated in this Agreement by reference.
- 2.3** The Compensation will be paid to the Contractor by the Payment Agent or any of its affiliates acting on behalf of the Client, as long as the Contractor sends all information and mandatory documentation requested on Payment's Agent platform.
- 2.4 Parties' Acknowledgement.** Notwithstanding the above, the Contractor acknowledges, accepts, and agrees that any underlying debt the Client may owe the Contractor under this Agreement is a debt borne only by the Client, and is not a debt of the Payment Agent nor that of its affiliates.

3. Status as Independent Contractor; No Employment

- 3.1 Relationship of the Parties.** This is a services agreement, a civil/commercial agreement for the non-exclusive provision of services; it is not an employment contract and therefore not regulated by labor law. The Contractor is not subordinate to, nor dependent upon, the Client. The Contractor enjoys full autonomy and independence and bears any and all risk of loss. Any fees paid under this Agreement are not to be considered wages, salaries, and/or employee compensation. Each Party to this Agreement is an independent contractor in relation to the other. Nothing in this Agreement will constitute a partnership between or a joint venture by the Parties or constitute a Party as an agent of the other, nor will either Party bind or attempt to bind the other to any contract. The Contractor bears sole responsibility for any and all acts and omissions of its personnel and for the payment of their compensation.
- 3.2 Services.** The provision of the Services is not dependent on services provided by the Contractor personally and the Contractor is not integrated into the Client organization. The Contractor is solely responsible for determining the manner and means—such as setting their own work hours, furnishing their own tools and equipment, and conducting their own day-to-day business of the performance of the Services established in the corresponding SOW.
- 3.3 Equipment and Tools.** The Contractor will provide all necessary supplies, tools, materials, and/or equipment required for the performance of the Services.
- 3.4 Independent Business.** The Contractor provides the Services, and pays taxes/social security/social charges, as an independent business customarily engaged in the business of providing such services. The Contractor is responsible for the hiring, firing and supervising of its own personnel. The Contractor has the permit to work or will be registered with the government of the Contractor Country as an independent business. The Contractor understands and agrees that it is solely responsible for all income and/or other tax obligations, if any, including but not limited to all reporting and payment obligations, if any, which may arise as a consequence of any Services provided by the Contractor. Accordingly,

the Client will not deduct, withhold, or pay worker's compensation insurance, unemployment compensation, social security tax, withholding tax, or any other taxes or withholdings for or on behalf of the Contractor, in connection with the performance of the Services under this Agreement.

- 3.5 No Agency Authority.** The Contractor has no agency authority to contractually bind the Client.
- 3.6 Premises are Contractor's Alone.** The Contractor's office and premises in the Contractor Country are the Contractor's alone, and not a location or establishment of the Client.
- 3.7 Sole Taxable Entity In-Country.** The Contractor transacts business in the Contractor Country, but the Client does not. All business transacted in the Contractor Country under this Agreement will be transacted only by the Contractor, in the Contractor's own name, and not as an agent of the Client.

4. Contractor's Activities and Obligations

- 4.1 Independence.** The Contractor will be entirely responsible for the manner in which it provides the Services under this Agreement. Subject to the above, the Contractor agrees that it will at all times provide the Services described in each SOW with due care, consistent with the prevailing standards in the Client's industry, in an ethical manner, in full compliance with applicable laws and regulations and according to the Client's guidance, which might include attending meetings via video call, specific tasks and the establishment of deadlines.
- 4.2 Client Policies.** The Contractor will comply with any Client rules, guidelines, and/or policies applicable to any extent to vendors, suppliers, third parties and/or independent contractors. The Client will have the responsibility to disclose the applicable policies mentioned above to the Contractor.
- 4.3 Non-Exclusive Relationship.** This Agreement will be non-exclusive in nature. The Contractor will have the right to freely engage third parties for the provision of any services, including, but not limited to, services that are the same or similar to the Services provided under this Agreement or under any Statement of Work. Notwithstanding the above, during the term of this Agreement, the Contractor will not directly or indirectly, either alone or in association with others engage in or provide services to any business that is competitive with Client's business.
- 4.4 Expenses and Personal Property.** The Contractor will be responsible for all expenses incurred in the provision of the Services and will provide its own equipment, chairs, office supplies, materials and applicable working space. The Client may, at its sole discretion and upon previous communication to the Contractor, reimburse the Contractor for reasonable travel, lodging, and other related out-of-pocket expenses associated with the Client's business and reasonably incurred by the Contractor in connection with the performance of the Services. Any reimbursable expenses must be approved in advance and in writing by the Client.
- 4.5 Tax Liability and Benefits.** The Contractor acknowledges and agrees that, as an independent contractor, it is solely responsible for any and all taxes and other costs and

expenses attributable to the Compensation payable to, and Services provided by the Contractor under this Agreement.

4.6 Remote Work. The Services will be provided remotely by the Contractor. The Contractor will have the obligation to notify the Client whenever the Contractor works or plans to work remotely for a period of over sixty (60) calendar days from a country other than the Contractor's country of residence and primary location of the provision of the Services, as set forth in Section 1.1 above. The Contractor represents and warrants that it will not work to provide the Services under this Agreement in a different country for over sixty (60) calendar days without the prior written consent of the Client.

5. Term and Termination

5.1 Term. This Agreement will enter into effect as of the Effective Date and remain valid in full force and effect during the term of any ongoing SOWs, unless termination occurs in accordance with the provisions of Sections 5.2 or 5.3 below.

5.2 Termination for Cause. The Client may terminate this Agreement at any time and without providing any notice if the Contractor is in Material Breach of this Agreement (as defined below). The Contractor will be in material breach of this Agreement ("**Material Breach**") if the Contractor: (i) engages in misconduct during the performance of the Services or any of its duties; (ii) engages in any type of conduct materially injurious to the Client or the obligations of this Agreement; (iii) commits an act of dishonesty in connection with the Services; and/or (iv) breaches any of the provisions of this Agreement or any SOW. Under these circumstances, the Contractor will not be entitled to receive any further Compensation from the Client; and the Client will have no further obligations to the Contractor.

5.3 Termination for Convenience.

i. The Client may immediately terminate this Agreement without cause. The Contractor will be entitled to receive pro rata Compensation earned, but unpaid, in accordance with the provision of the Services.

ii. The Contractor may terminate this Agreement, including any Statement of Work, at any time by providing fifteen (15) days' written notice to the Client. The Contractor will be entitled to receive pro rata Compensation earned, but unpaid, in accordance with the provision of the Services.

5.4 The termination of this Agreement includes the termination of all ongoing SOWs and amendments, if any.

6. Confidentiality

6.1 For the purposes of this Agreement, the Client will be referred to as the "**Disclosing Party**" where it discloses its Confidential Information and as the Contractor as the "**Recipient**" where it receives the Client's Confidential Information. "**Confidential Information**" means all information and material which is proprietary to a Party (or its affiliates, meaning any entity that directly or indirectly controls, is controlled by or is under common control of such Party, "**Affiliates**"), whether or not marked as "confidential" or "proprietary", which is disclosed,

provided, communicated or acquired before or after the Effective Date (either orally or in writing, by electronic means, texts, drawings, photographs, charts, projects, plans or any other form) and which relates to its past, present, or future business activities. Confidential Information includes, without limitation, trade names, trademarks, customer, business, supplier or personnel names and other information related to strategies, product or marketing plans, customers, suppliers or personnel, products and services (including without limitation models, systems, programs, technology, designs, data, procedures, inventions, processes, flow charts, software, methods, algorithms or drawings), pricing policies, financial information and other information of a similar nature, and any other trade secrets or non-public information. Confidential Information does not include any information which:

- i. was in the lawful and unrestricted possession of the Recipient prior to its disclosure by the Disclosing Party as evidenced by its written records.
- ii. is or becomes generally available to the public by acts other than those of the Recipient after receiving it.
- iii. has been received lawfully and in good faith by the Recipient from a third party who did not receive it from the Disclosing Party; or
- iv. has been independently developed by the Recipient or any other third party without reliance on the Confidential Information as evidenced by its written records.

6.2 The Recipient will make use of the Confidential Information of the Disclosing Party exclusively for the purpose of the Services performed in this Agreement and Statements of Work. The Contractor guarantees that any disclosure of confidential information to third parties will only be done when it is strictly necessary to the provision of the Service and as long as there is a confidentiality obligation in place as restrictive as the one described in Section 6 of this Agreement.

6.3 Upon the request of the Disclosing Party, the Recipient will collect and return, or confirm the destruction or non-recoverable data erasure of all Confidential Information and all its copies, regardless of form, including all written material, memoranda, notes, copies, excerpts and other writings or recordings prepared by the Recipient based on or including any of the Confidential Information. The Recipient (or an authorized officer of the Recipient, as applicable) will supervise such destruction and will certify such destruction in writing to the Disclosing Party.

6.4 Disclosure of Confidential Information is not precluded if such disclosure is: (a) in response to a valid order of a court or other governmental body or any political subdivision having jurisdiction over the Recipient; provided that the Recipient will first, to the extent legally permissible, give notice to the Disclosing Party and reasonably cooperate in the Disclosing Party's efforts, if any, to obtain a protective order requiring that the Confidential Information be disclosed only for the limited purposes for which the order was issued; or (b) necessary to establish rights or enforce obligations under this Agreement.

6.5 The Recipient will notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any breach of this Agreement and will cooperate with the Disclosing Party in every reasonable way to help regain

possession of the Confidential Information and prevent its further unauthorized use.

- 6.6** Except as otherwise specifically set forth in writing, none of the Confidential Information which may be disclosed by the Disclosing Party will constitute any representation, warranty, assurance, guarantee or inducement of any kind by such Disclosing Party to the Recipient and in particular with respect to the non-infringement of trademarks, patents, copyrights or any other intellectual property rights, other rights of third persons or of the Disclosing Party.

7. Intellectual Property

- 7.1** All documents, manuals, hardware and software provided by the Client for use by the Contractor, and any data or documents (including copies in whatever medium or form) produced, maintained or stored on the Client's computer systems or other electronic equipment (including mobile phones) ("**Client Data**"), will remain the property of the Client. The Contractor will keep such Client Data secure and not remove any Client Data from the Client's premises without the Client's written consent.
- 7.2** The Client will own all right, title and interests (including patent rights, copyrights, trade secret rights, mask work rights and other rights throughout the world) relating to any and all inventions (whether or not patentable). The Contractor will promptly disclose all inventions to the Client and will identify any invention the Contractor believes is excluded from the scope of this Agreement. Through this Agreement, the Contractor makes all assignments necessary to accomplish the purposes of this paragraph. The Contractor will further assist the Client, at its expense, to further evidence, record, and perfect such assignments, and to perfect, obtain, maintain, enforce and defend any rights specified to be so owned or assigned. The Contractor irrevocably appoints the Client and its agents to act for and on the Contractor's behalf to execute and file any document and to do all other lawfully permitted acts to further the purpose of this Section with the same legal force and effect as if executed by the Contractor. If the Contractor uses or discloses its own or any third party's confidential information in relation to intellectual property when acting within the scope of the Contractor's association or otherwise on behalf of the Client, the Client will have, and the Contractor grants the Client a perpetual, irrevocable, worldwide, non-exclusive, sub-licensable right and license to use and exercise all such confidential information and intellectual property rights.
- 7.3** Without limiting the preceding paragraph, all inventions, deliverables, discoveries, ideas, concepts, theories, improvements, designs, original works of authorship, formulae, processes, algorithms, inventions, proprietary technology, software, know-how, techniques, compositions of matter and any other information generated by the Contractor that arise from or relate to services performed by the Contractor for, or on behalf of, the Client (collectively, the "**Work Product**"), and the copyright, patent, trademark, trade secret and all other proprietary rights in the Work Product and any derivative works created from the Work Product, will be the sole and exclusive property of the Client. Such ownership will inure to the benefit of the Client from the date of the conception, creation or fixation of the Work Product in a tangible medium of expression, as applicable. The Client and the Contractor agree that

all copyright aspects of the Work Product will be considered a **"Work Made for Hire"**.

- 7.4** Any assignment of Work Product includes all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively, **"Moral Rights"**). To the extent that Moral Rights cannot be assigned under applicable law, the Contractor waives and agrees not to enforce any and all Moral Rights, including, without limitation, any limitation on subsequent modification, to the extent permitted under applicable law. The Contractor further acknowledges that all Inventions which are made by Contractor (solely or jointly with others, including, but not limited to, Client) within the scope and during the Term of this Agreement, are Works Made for Hire (to the greatest extent permitted by applicable law) and are compensated by the Compensation paid under.
- 7.5** In addition to and not in lieu of the right to terminate as provided in this Agreement, in the event of any breach or threatened breach of this Section by the Contractor, the Client may seek from any court of competent jurisdiction preliminary and permanent injunctive relief, without the posting of a bond or other security, which rights and remedies will be cumulative and in addition to any other rights or remedies at law or in equity to which the Client may be entitled.
- 7.6 Trademark Use.** The Contractor recognizes the Client's ownership and title to its trademarks, service marks, and trade names whether or not registered (collectively **"Marks"**). The Contractor may not use the Client's trademarks, service marks and trade names whether or not registered in advertising, promotion, and publicity of the services without the express written consent of the Client. The Contractor will not acquire any rights in the Client's Marks and will not act to impair the Client's rights to such Marks. Upon previous request by the Contractor, the Client may authorize the use of its Marks, providing Marks guidelines (or equivalent guidance). Any unauthorized modification to Marks is expressly prohibited.
- 7.7** The provisions of this Section will survive termination of this Agreement for whatever reason and howsoever caused.

8. Personal Data Protection

8.1 Data Privacy Definitions. Under this Agreement, the terms used below will have the following definitions:

- i. **"Data Protection Laws"** means any data protection and privacy laws, rules and/or regulations, including any decision from a supervisory authority, applicable to the processing of Personal Data by the Processor under this Agreement.
- ii. **"Personal Data"** means any information relating to an identified or identifiable natural person (**"Data Subject"**); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person, or as otherwise defined in the Data Protection

Regulations.

- iii. **“Process(ing)”** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction, or as otherwise defined in the Data Protection Regulations.

8.2 Personal Data Processing. Whenever either Party Processes Personal Data under this Agreement, each Party represents, warrants, and covenants both for itself and on their behalf, that they will:

- i. comply with all applicable Data Protection Regulations when Processing Personal Data and will not intentionally take any actions or fail to take any actions that would cause the Parties to be in violation of Data Protection Regulations;
- ii. not disclose any Personal Data to any third party, for any reason, unless such disclosure is necessary for the performance of the Services as required by this Agreement;
- iii. Disclose, enable Processing of, or otherwise make accessible any Personal Data to a third party only under the following conditions:
 - a. The disclosing Party should be responsible for all acts and omissions of the third party; and
 - b. Parties agree that they will require each of its third Parties, as a condition of performing work under this Agreement, to enter into a written agreement that contains obligations of confidentiality, security, and privacy in relation to Personal Data at least as strict as those contained under this Agreement.
- iv. ensure that all personnel engaged in Processing of Personal Data (i) Process Personal Data only as set forth in this Agreement and (ii) have committed themselves to maintain the confidentiality of Personal Data or are under an appropriate legal obligation of confidentiality; and
- v. be directly liable to any Data Subject who has suffered damage as a result of the respective Party’s violation of the terms of this Agreement or any violation of Data Protection Regulations.

9. Anti-Bribery and Anti-Corruption

- 9.1** The Contractor agrees to comply fully with all applicable anti-bribery and anti-corruption laws in the respective jurisdiction of the provision of the Services and will comply with the provisions of the U.S. Foreign Corrupt Practices Act of 1977 (FCPA), as amended.
- 9.2 Gifts and Economic Advantages.** The Contractor will not offer, promise or give any gifts, presents or economic advantage to any government affiliates (government or political-party employees, officers, agents or their families) while working for the Client. The

Contractor must report any suspicious conduct that may be considered a bribe to the Client. Should the Client reasonably suspect that the Contractor is in breach of this provision, the Client may terminate this Agreement for cause.

9.3 Politically Exposed Persons. The Contractor represents and warrants that (i) the Contractor and its authorized representatives are not an official or employee of any country's government or of a political party, (ii) the Contractor will disclose any such appointment immediately to the Client, and (iii) such appointment will be reviewed by the Client, to rule out any conflict of interest that may arise.

10. Contractor Liability

10.1 The Contractor represents, warrants, acknowledges, and agrees that it will be solely responsible for any liabilities arising from the obligations of this Agreement and the performance of the Services. Through this Agreement, the Contractor acknowledges and represents that it will take the full and exclusive responsibility for the following (collectively, "**Contractor Claims**"):

- i. any and all claims or liabilities of any kind arising out of Contractor's employees, agents, or contractor acting on behalf of the Client.
- ii. any and all claims or liabilities of any kind arising out of taxes relating to the Contractor's performance of the Services.
- iii. any and all claims or liabilities of any kind arising out of costs, fees, or expenses associated with the provision of the Services to the Client, equipment, materials, training, education, licenses, professional permits or certifications.
- iv. any and all claims or liabilities of any kind arising out of the Contractor's noncompliance with applicable laws, regulations, codes, or requirements.
- v. any actual or alleged injuries, damages, or losses caused (whether directly or indirectly) to the Client, Payment Agent or any other third party by the acts or omissions of the Contractor or its employees, agents, contractors or invitees.

11. Indemnification

11.1 The Contractor will indemnify and hold the Client and the Payment Agent (as defined in Section 2.2 of this Agreement) harmless from and against any and all losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) caused by or arising out of any breach of this Agreement (including any SOW) by the Contractor.

12. Tax Indemnity

12.1 Upon request, the Contractor will provide the Client with proof of timely payment of all applicable taxes to all taxing authorities for Compensation paid under this Agreement. The Contractor agrees to indemnify the Client and hold it harmless from any and all claims which may be asserted against the Client by a tax authority because the Client has not

withheld sums from the Contractor's Compensation. Such indemnity will be up to the full amount of all sums that the Client is or may be required to pay to any tax authority. Such obligation to reimburse will exist regardless of whether the Contractor is required to withhold taxes because a tax authority contends that the Contractor is legally the employee of the Client or whether the Client is required to pay such taxes because of non-payment or underpayment of such taxes by the Contractor. Furthermore, the Client will have no duty to oppose any effort to pay appropriate sums, and any such opposition by the Client or claim for refund by the Client will be solely at the discretion of the Client.

13. Client Liability and Limitation of Liability

13.1 The Client will be responsible for complying with this Agreement, and except in the case of negligence or willful misconduct, the Client will not be liable to the Contractor for any consequential, indirect, special, punitive, or incidental damages under any circumstances, including, but not limited to, damages arising from the loss of goodwill, reputation, prospective profits, savings or anticipated sales or expenditures, investments, services or other commitments made by the Client incurred as a result of any breach or claimed breach of this Agreement by the Client. This limitation will apply even if the Contractor has been advised of the possibility of such damages or that they are foreseeable.

13.2 The Clients' maximum liability to the Contractor under this Agreement is limited to the greater of the total amount of Compensation actually paid to the Contractor in the twelve (12) months preceding the event that is the basis of the Contractor's claim or USD\$ 20,000.00, whichever is greater. These limitations apply regardless of the legal theory on which the Contractor's claim is based.

14. Records

14.1 The Contractor will maintain full and complete documentation, records and files related to the Services provided under this Agreement. At the Client's request, the Contractor will provide copies of any such documents to the Client.

15. Amendment

15.1 No provision of this Agreement may be waived unless agreed to in writing and signed by both Parties. The waiver of any one provision of this Agreement will not be deemed a waiver of any other provision. This Agreement may be modified or amended only by a written agreement executed by both Parties.

16. Assignment

16.1 Neither this Agreement nor any of its duties or obligations may be assigned or transferred by the Contractor without the prior written approval of the Client. The Client may freely assign this Agreement to its affiliates or to any company within the same economic group of companies.

17. Partial Invalidity

17.1 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any manner.

18. Entire Agreement

18.1 This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter and supersedes and replaces all prior discussions, representations, and understandings, whether oral or written.

19. Waiver

19.1 The waiver by the Client of a breach or threatened breach of any obligation of this Agreement by the Contractor will not be construed as a waiver of any subsequent breach by the Contractor. The refusal or failure of the Client to enforce any obligation of this Agreement against the Contractor or any similar agreement against any employee, agent, or independent contractor of the Client, for any reason, will not constitute a defense to the enforcement by the Client of any similar obligation, nor will it give rise to any claim or cause of action by the Contractor against the Client.

20. Notices

20.1 Unless otherwise provided in this Agreement or agreed to in writing by the Client, all notices or other communications relating to the performance, enforcement, or other legal aspects of this Agreement will be in writing and may be personally delivered, sent by courier service to the other Party, or delivered as a .pdf email attachment to the email addresses of each Party stated above. Any other communications between the Parties, including relating to technical and business collaboration, may be conducted over telephone, email, or by other means reasonable under the circumstances and mutually acceptable to both Parties.

21. Survival

21.1 Any of the provisions under this Agreement which by their nature are meant to survive expiration or early termination of this Agreement for any reason will remain in effect.

22. Miscellaneous

22.1 No amendment, modification, waiver, termination or discharge of any provision of this Agreement or consent to any departure from its provisions by either Party will be effective unless in writing, identifying this Agreement and the provision intended to be amended, modified, waived, terminated or discharged, and signed by both the Client and the Contractor, and each such amendment, modification, waiver, termination or discharge will be effective only in the specific instance and for the specific purpose for which it is given.

- 22.2** The Contractor represents and warrants that it has had an opportunity to confer with independent legal counsel prior to executing this Agreement, has entered into this Agreement freely and voluntarily, and understands the terms and conditions set forth in this Agreement.
- 22.3** This Agreement is the product of arms' length negotiations between the Parties knowledgeable of its subject matter who have had the opportunity to consult counsel concerning the terms and conditions of this Agreement prior to its execution.
- 22.4** Each of the Parties represents and warrants that they have the permission and authority to execute this Agreement.
- 22.5** This Agreement is binding on the Parties and their respective successors and permitted assigns.
- 22.6** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- 22.7** The headings on each paragraph of this Agreement are for convenience purposes only and will not be used to construe any of its terms.

23. Versions (Valid for Non-English Speaking Countries Only)

- 23.1** The Contractor represents and warrants that its legal representative speaks and reads English fluently, and undertakes not to contest such fact in any future claim. The Parties acknowledge and agree that this English-language Agreement is a fully valid, enforceable and binding contract. If a litigated dispute arises over this Agreement in the Contractor Country, the Parties will submit a translation to memorialize this Agreement in the local language. The Parties agree not to contest that such translation constitutes their binding Agreement, replacing this English-language version. In the event of conflict or discrepancy between the original English version of this Agreement and any translation into a different language, the terms of the English version will prevail.

24. Electronic Signature

- 24.1** The Parties understand and agree that this Agreement will be executed through electronic signature technology, in compliance with applicable law. The Parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature.

25. Governing Law and Jurisdiction; Dispute Resolution

- 25.1 Injunctive Relief.** Any breach or threatened breach of Sections 3, 4, or 6 through 13 of this Agreement will cause irreparable harm to the Client for which damages alone might not be an adequate remedy. Therefore, the Client may (at its sole option) bring a "**Claim**" against the Contractor, that is, a legal action or proceeding for a breach of Sections 3, 4, or 6 through 13, seeking an injunction or monetary damages in any court with personal jurisdiction over the Contractor. In that case only, the laws of the court jurisdiction where the Claim is brought will apply to that particular Claim.

25.2 Otherwise, as to any **other** claim asserted under this Agreement by either Party: This Agreement and any dispute or claim arising out of or in connection with it, or its subject matter or formation (including non-contractual disputes or claims), will be governed by, and construed in accordance with, the laws of the state of **Client State, Client Country** and each Party irrevocably agrees that the federal, state and/or municipal/county courts located in **Client City, Client State, Client Country** will have exclusive jurisdiction to settle any such dispute or claim.

The Parties have executed this Agreement as of the Effective Date.

Client

Contractor

Rolling Stones Ltd.

Keith Richards

Mick Jagger

By: _____

By: _____

Name: **Keith Richards**

Name: **Mick Jagger**

Title: **CEO**

Schedule A – Statement of Work (SOW)

1. Contractor’s Services. Through this SOW, the Client engages the Contractor to provide the following services (the “Services”):

Role: **Rockstar**

Role description: **Rock and roll all night long to the best of your ability. Make the crowd go wild. Keep them coming back for more.**

2. Compensation. In consideration of the execution and delivery of this SOW and the Services provided under the Agreement, the Client will pay the Contractor the following Compensation:

2.1. Compensation amount: **flat fee of \$ 1.000.000.00 USD**

2.2. Payment Frequency: **monthly**

2.3. Compensation will be paid by the Client to the Contractor proportionally to the number of days of each month that the Contractor had rendered Services to the Client.

2.4. The Client will grant the Contractor with variable compensation, as follows: **10% of Global Ticket Sales**

3. Term. This SOW will enter into effect as of the Effective Date of the Agreement, and remain valid and in full force and effect until **December 31, 2024**.

4. Termination. This SOW can be terminated by either Party according to the terms of Section 5 of the Agreement.

The Parties have executed this SOW as of the Effective Date.

Client

Contractor

Rolling Stones Ltd.

Keith Richards

Mick Jagger

By: _____

By: _____

Name: **Keith Richards**

Name: **Mick Jagger**

Title: **CEO**

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