DATED _____

(1) <<Developer>>

(2) <<Client>>

FREELANCE APP DEVELOPER'S AGREEMENT

THIS AGREEMENT is made the   day of

BETWEEN:

(1)   <<Name of Developer>> **[**a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at**] OR [**of**]** <<insert Address>> ("the Developer") and

(2)   <<Name of Client>> **[**a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at**] OR [**of**]** <<insert Address>> ("the Client")

WHEREAS:

(1)   At all material times the Developer is engaged in the business of providing app development services to business clients **[**and is a **[**licensed**] AND/OR [**registered**]** developer of Apps for the <<insert platform, e.g. iOS>> platform**]**.

(2)   At all material times the Client is engaged in the business of <<insert description>> and wishes to acquire the services of the Developer.

(3)   The Developer hereby agrees to provide his services to the Client subject to the terms and conditions of this Agreement.

IT IS AGREED as follows:

1.   **Definitions and Interpretation**

        1.1   In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"App"	means the <<insert platform, e.g. iOS>> software application which is to be developed by the Developer as defined in Schedule 1;
"Business Day"	means any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in <<insert location>>;
["Client's Materials"]	**[**means the materials set out in Schedule 2 which the Client shall provide to the Developer for use in the development of the App;**]**
"Confidential Information"	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to, or in connection with, this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
["Fee"]	**[**means the consideration payable to the Developer for the App as defined in Clause 5;**]**

["Initial Fee"]	**[**mean the Developer under Clause f the Milestone Payme
"Intellectual Property Rights"	means any patents, trade marks, service signs, applications (and rights se rights) trade, business and co domain names and e-mail addres marks and service marks, copyrig ow-how, rights in designs and in
	(b) rig sents, orders, statutes or otherw n paragraph (a);
	(c) righ r effect or nature as or to those (b) which now or in the future
	(d) the gements of any of the forego
["Milestone Payment(s)"]	**[**mean he Developer for each of the pro n sub-Clause 2.4;**]**

1.2 Unless the context otherwise   e in this Agreement to:

    1.2.1 "writing", and any   udes a reference to any communication effe   acsimile transmission or similar means;

    1.2.2 a statute or a provis   ference to that statute or provision as amende   evant time;

    1.2.3 "this Agreement" is   eement and each of the Schedules as amend   e relevant time;

    1.2.4 a Schedule is a sche

    1.2.5 a Clause or paragra   Clause of this Agreement (other than the Sche   of the relevant Schedule; and

    1.2.6 a "Party" or the "Part   this Agreement.

1.3 The headings used in this A   ience only and shall have no effect upon the interpreta

1.4 Words imparting the singula   e plural and vice versa.

1.5 References to any gender s   der.

2. **Engagement of the Developer**

2.1 The Client hereby engages   the App.

2.2 **[**The Client shall provide th   e Developer by <<insert date>> ("the Delivery Date"   Client fails to deliver the Client's Materials on the   mpletion Date and the

milestone dates set out in [...] crement by one Business Day for each day that the de[...] erials is delayed.**]**

2.3 The Developer shall compl[...] date>> ("the Completion Date").

2.4 Prior to the Completion Date[...] se reasonable endeavours to**]** comply with the following[...]

    2.4.1 Initial planning shall [...] ent for discussion and/or approval by <<insert [...]

    2.4.2 Design ideas shall [...] lient for selection and/or approval by <<insert [...]

    2.4.3 Development reports [...] he Client on the following dates: <<insert date>[...] sert date>>;

    2.4.4 Alpha testing of the A[...] <<insert date>>;

    2.4.5 Beta testing of the A[...] <insert date>>;

    2.4.6 The App shall be p[...] or acceptance testing by <<insert date>>;

    2.4.7 <<insert additional m[...]

2.5 The Developer acknowledg[...] a legitimate commercial interest in the App being [...] pletion Date and that the Client should have an a[...] t is not so completed. Accordingly, in the event th[...] complete the App by the Completion Date, **[**the sum[...] **OR [**a sum of <<insert percentage>>% of the total [...] be deducted as liquidated damages from the total Fee[...] er for each Business Day that the App is not complete[...] Date, without prejudice to any right to claim any furthe[...] further delay

2.6 The Developer shall be resp[...] the App and shall ensure that all work is performed [...] and, without limitation, is wholly responsible for ensur[...] ed by him to perform all or any part of the App shall als[...] with reasonable care.

2.7 The Developer shall be res[...] tion of any unsatisfactory work at his own expense.

3. **Nature of Engagement**

3.1 The Developer shall at a[...] dent contractor and the Developer's activities and [...] or employees are at all times under the Developer's [...] control.

3.2 Subject to the provisions of [...] eloper shall at all times be responsible for organising h[...] App development work is done and shall liaise with th[...] representative) to ensure that due account is taken o[...] g of the App development work to be performed up[...] e Client and any other contractors, consultants an[...] engaged by the Client.

3.3 The engagement under th[...] y non-exclusive and the Developer shall be entitled [...] o substitute or to employ another worker with the re[...] ence to develop the App.

The Developer shall in a a substitute where the provision of the App develo elayed by absence due to incapacity or for any othe on by the Client (or the Client's representative) that

3.4 Whenever possible and per shall use his own equipment, materials and re Work.

3.5 The engagement and appo er under this Agreement does not create any mutu art of the Client or the Developer to offer or acc ment and no continuing relationship shall hereby be

4. **Self-Employment Status of the D**

4.1 The Developer shall at all ti contractor and shall have the status of a self-employe esponsible for all income tax and national insurance taxes or contributions in respect of the consideration ement.

4.2 The Developer hereby agre t in respect of any claims that may be made by the r st the Client in respect of income tax or national insur ilar taxes or contributions, including interest and pe App development work undertaken by the Develope

4.3 The Developer shall be resp and value added tax.

4.4 Nothing in this Agreement ate any partnership, joint venture or employment relat rties.

5. **Fee**

5.1 **[**In consideration of the App d the App itself the Client shall pay to the Developer sert sum>> **[**as set out in the Developer's quotation d

AND/OR

[In consideration of the App d the App itself the Client shall make the following Mile Developer:

5.1.1 The sum of £<<inser e initial planning;

5.1.2 The sum of £<<inser e design ideas;

5.1.3 The sum of £<<inser ach development report;

5.1.4 The sum of £<<inser f alpha testing;

5.1.5 The sum of £<<inser f beta testing;

5.1.6 The sum of £<<inse f the App for acceptance testing;

5.1.7 The sum of £<<inser nd delivery of the App;

5.1.8 <<insert additional m

5.2 Payment of the **[**Initial**]** Fee yment**]** shall be made only

following completion of the <<...>> pp development and shall be made within <<insert pe...>> Client of the Developer's invoice for the same.

5.3   All payments made under th<<...>> expressly exclusive of any value added tax chargeable <<...>>

5.4   No further payment shall b<<...>> er for the App over and above the entitlement set <<...>> nd, without limitation, no payment shall be made to t<<...>> of any expenses incurred by the Developer in complet<<...>>

6.   **Intellectual Property**

6.1   Upon receipt in full by the <<...>> due under Clause 5, the copyright and any and all o<<...>> y Rights subsisting in the App shall be deemed to be <<...>> nd the Developer shall be deemed to have waived his <<...>> of the App arising out of Chapter IV of the Copyright <<...>> 1988.

6.2   Following the assignment <<...>> and all other Intellectual Property Rights under sub-C<<...>> all be free to use the App for any purposes including, <<...>> urpose for which the App was originally commissioned<<...>>

7.   **Warranties and Indemnity**

7.1   The Developer represents, <<...>> nd agrees with the Client as follows:

7.1.1   **[**the Developer is a **[**<<...>> stered**]** developer of apps for the <<insert platf<<...>> n and has acquired all the necessary permissio<<...>> ired to develop, test and distribute the App in <<...>> nt's requirements.**]**

7.1.2   the App **[**(save for <<...>> shall be original to the Developer and sha<<...>> oyright, other Intellectual Property Rights, mor<<...>>, rights of publicity, or any other rights whatsoe<<...>>

7.1.3   copyright in the Ap<<...>> full period of copyright protection be valid a<<...>> to the laws of the United Kingdom **[**and the <<...>> e Convention and/or the Universal Copyright <<...>>

7.1.4   no part of the App<<...>> of **[**any jurisdiction**]** **OR** **[**<<insert jurisdictio<<...>> Wales>>**]** be obscene, blasphemous, offens<<...>> natory of any person and shall not contain any<<...>> en obtained in violation of the Data Protection <<...>> of Information Act 2000, the Regulation of I<<...>> t 2000, the Privacy and Electronic Commun<<...>> Regulations 2003, the Official Secrets Act<<...>> ous domestic or foreign legislation and nothin<<...>> vill, if published, constitute a contempt of court;

7.1.5 the Developer sha[...] transfer, encumber or otherwise dispose of [...] or any other rights in or to the App except pursu[...] [a]nd shall not enter into any agreement or arrang[...] [conf]lict with the Client's rights under this Agreem[...] [interfer]e with the Developer's performance of his o[...] [Agr]eement;

7.1.6 **[**subject to sub-Cla[...] [Develop]er hereby undertakes to indemnify the Client [...] [keep him at] all times fully indemnified from and against a[...] claims, demands, costs (including without pr[...] [for the purposes] of this provision the legal costs of the Client [...] [solicitor-]client basis), awards, or damages howsoever [...] [indi]rectly – as a result of any breach or non-perfo[...] of any of the Developer's undertakings, warran[...] [under] this Agreement.

7.2 **[**The total liability of the De[...] [Agre]ement shall be limited to £<<insert sum>>.**]**

7.3 The Client represents, war[rants...] [and] agrees with the Client as follows:

7.3.1 The Client **[**shall ac[quire...] [hol]d**]** any and all necessary permissions and/or li[cences to...] [and**]** distribute the App **[**to consumers**]** **OR** **[**wit[hin...] the <<insert platform, e.g. iOS>> platform.

7.3.2 **[**the Client's Materia[ls...] [belong to] the Client and shall not infringe any copyrigh[t, Intellectual Pro]perty Rights, moral rights, rights of privacy, rig[ht...] [or o]ther rights whatsoever of any person;

7.3.3 copyright in the Clie[nt's Materials...] [thr]oughout the full period of copyright protection [...] [p]ursuant to the laws of the United Kingdom **[**an[d...] [the] Berne Convention and/or the Universal Copyrig[ht...]

7.3.4 the Client's Materials [will not under the la]ws of **[**any jurisdiction**]** **OR** **[**<<insert jurisdictio[n, e.g. England and Wales>>**]** be obscene, blasphemous, offens[ive...] [defam]atory of any person and shall not contain any[thing...] [which has be]en obtained in violation of the Data Protection [Act..., the Freedom] of Information Act 2000, the Regulation of I[nvestigatory Powers Ac]t 2000, the Privacy and Electronic Commun[ications...] Regulations 2003, the Official Secrets Act [... or any other] domestic or foreign legislation and noth[ing in the] Client's Materials will, if published, constitute[...]

7.3.5 the Client shall not [assign, transfe]r, encumber or otherwise dispose of any rights [or any othe]r rights in or to the Client's Materials during the [term of this Agreemen]t except pursuant to this Agreement and sha[ll not enter into any ag]reement or arrangement which might conflict [with the Client's rig]hts under this Agreement or might interfere wi[th the perfo]rmance of his obligations under this Agreemen[t;]

7.3.6 **[**subject to sub-Clau[se...] [hereb]y undertakes to indemnify the Developer and [keep him at] all times fully indemnified from and against a[...] claims, demands, costs (including without pr[...] of this provision the legal

costs of the Develop [obscured] n-client basis), awards, or damages howsoever [obscured] rectly – as a result of any breach or non-perf [obscured] of any of the Client's undertakings, warran [obscured] this Agreement.

7.4 **[**The total liability of the C [obscured] ment shall be limited to £<<insert sum>>.**]**

8. **Confidentiality**

8.1 Both Parties undertake tha [obscured] by sub-Clause 8.2 or as authorised in writing by th [obscured] ll at all times during the continuance of this Agreeme [obscured] od>>**]** after its termination:

8.1.1 keep confidential all [obscured]

8.1.2 not disclose any Con [obscured] ny other party;

8.1.3 not use any Confide [obscured] y purpose other than as contemplated by this [obscured]

8.1.4 not make any copies [obscured] or part with possession of any Confidential Info [obscured]

8.1.5 ensure that (as app [obscured] tors, officers, employees, agents or advisers d [obscured] e by that Party, would be a breach of the provi [obscured]

8.2 Subject to sub-Clause 8. [obscured] isclose any Confidential Information to:

8.2.1 any of their sub-cont [obscured] ppliers;

8.2.2 any governmental or [obscured] tory body; or

8.2.3 any of their employe [obscured] of any party described in sub-Clauses 8.2.1 or [obscured]

8.3 Disclosure under sub-Claus [obscured] nly to the extent that is necessary for the purposes [obscured] eement, or as required by law. In each case the discl [obscured] orm the recipient that the Confidential Information is [obscured] the recipient is a body described in sub-Clause 8.2 [obscured] mployee or officer of such a body, the disclosing Par [obscured] mit to the other Party a written undertaking from th [obscured] e Confidential Information confidential and to use it [obscured] r which the disclosure is made.

8.4 Either Party may use any C [obscured] r any purpose, or disclose it to any other party, where [obscured] tion is or becomes public knowledge through no fault [obscured]

8.5 When using or disclosing C [obscured] nder sub-Clause 8.4, the disclosing Party must ens [obscured] isclose any part of that Confidential Information whi [obscured] e.

8.6 The provisions of this Claus [obscured] e in accordance with their terms, notwithstanding the te [obscured] ent for any reason.

9. Termination

9.1 Either Party may terminate [this Agreement at any] time without notice and without giving any reason fo[r...]

9.2 Without prejudice to the ge[nerality of clause] 9.1, this Agreement shall terminate, notwithstanding [any other r]emedies the Parties may have, in the following circum[stances:]

9.2.1 either Party fails to [... the term]s and obligations of this Agreement and suc[h failure, if capable of] remedy, is not remedied within <<insert perio[d>> of notice of] such failure from the other Party; or

9.2.2 either Party goes in[to liquida]tion – either voluntary or compulsory – save [for the purposes] of bona fide corporate reconstruction or am[algamation, or a recei]ver is appointed over the whole or any part of [its assets.]

9.3 The termination of this Ag[reement shall be withou]t prejudice to any rights which have already accrued [to either Party u]nder this Agreement.

10. Nature of the Agreement

10.1 This Agreement is persona[l to the Parties and n]either Party may assign, mortgage, or charge (other [than by floating ch]arge) **[**or sub-license**]** any of its rights hereunder, or [sub-contract or other]wise delegate any of its obligations hereunder, exce[pt with the prior written conse]nt of the other Party, such consent not to be unreasona[bly withheld.]

10.2 This Agreement contains [the entire agreement b]etween the Parties with respect to its subject matter [and may not be modifie]d except by an instrument in writing signed by the duly [authorised representativ]es of the Parties.

10.3 Each Party acknowledges th[at, in entering into this A]greement, it does not rely on any representation, wa[rranty or other provisi]on except as expressly provided in this Agreemen[t, and any conditions, w]arranties or other terms implied by statute or comm[on law are excluded to th]e fullest extent permitted by law.

10.4 No failure or delay by eithe[r Party in exercising an]y of its rights under this Agreement shall be deeme[d to be a waiver of tha]t right, and no waiver by either Party of a breach of a[ny provision of this Agre]ement shall be deemed to be a waiver of any subseque[nt breach of the same o]r any other provision.

11. Severance

The Parties agree that, in the ev[ent that one or more] of the provisions of this Agreement is found to be unlawfu[l, invalid or otherwise u]nenforceable, that / those provisions shall be deemed sever[ed from the remainder] of this Agreement. The remainder of this Agreement shall b[e valid and enforceable.]

12. Notices

12.1 All notices under this Agree[ment shall be in writing a]nd be deemed duly given if signed by, or on behalf o[f, a duly authorised office]r of the Party giving the

notice.

12.2 Notices shall be deemed to _____

    12.2.1 when delivered, if d_____ _____her messenger (including registered mail) durin_____ _____s of the recipient; or

    12.2.2 when sent, if trans_____ _____e-mail and a successful transmission report _____ _____ted; or

    12.2.3 on the fifth busines_____ _____g, if mailed by national ordinary mail, postag_____

    12.2.4 on the tenth busine_____ _____g, if mailed by airmail, postage prepaid.

In each case notices shall _____ _____st recent address, e-mail address, or facsimile numbe_____ _____ty.

13. **Alternative Dispute Resolution**

13.1 Any dispute or difference _____ _____ Parties relating to this Agreement or its subject m_____ _____ a single arbitrator to be agreed upon by the Parties _____ _____nt, to be appointed by the then President of the Law _____ _____ to have all of the powers conferred upon arbitrators b_____ _____d Wales.

13.2 The Parties hereby agree th_____ _____bitrator shall **[**not**]** be final and binding on both Parties.

14. **Law and Jurisdiction**

14.1 This Agreement (including a_____ _____rs and obligations arising therefrom or associated the_____ _____ned by, and construed in accordance with, the laws o_____

14.2 Subject to the provisions of _____ _____ controversy, proceedings or claim between the Partie_____ _____ment (including any non-contractual matters and obli_____ _____n or associated therewith) shall fall within the jurisdic_____ _____d and Wales.

IN WITNESS WHEREOF this Agreement ed the day and year first before written

SIGNED by

<<Name and Title of person signing for the
for and on behalf of <<Developer's Name>

In the presence of
<<Name & Address of Witness>>

SIGNED by

<<Name and Title of person signing for the
for and on behalf of <<Client's Name>>

In the presence of
<<Name & Address of Witness>>

The App

<<Insert full details of the App to be create   eloper>>

[SC

Client's Materials

<<Insert full details of the Client's Materials   eveloper>>**]**