

INDEPENDENT CONTRACTOR AGREEMENT

State of Delaware

PARTIES

This Independent Contractor Agreement ("Agreement") is made and entered into as of

by and between:

Client: , with a principal place of business at ("Client")

Contractor: , with a principal place of business at
("Contractor")

RECITALS

WHEREAS, Client desires to engage Contractor to perform certain services; and

WHEREAS, Contractor represents that they have the skills, qualifications, and experience to perform such services;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. SERVICES

Contractor agrees to perform the following services for Client ("Services"):

Contractor shall perform the Services in a professional and workmanlike manner, consistent with industry standards.

2. COMPENSATION

In consideration for the Services, Client agrees to pay Contractor as follows:

Payment Amount:

Payment Schedule:

Payment Method:

Contractor shall submit invoices to Client at . Payment shall be due within days of receipt of invoice.

3. TERM AND TERMINATION

This Agreement shall commence on and continue until , unless terminated earlier.

Either Party may terminate this Agreement:

- a) For cause, immediately upon written notice if the other Party materially breaches this Agreement
- b) For convenience, upon written notice to the other Party

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

4. INDEPENDENT CONTRACTOR STATUS

Contractor is an independent contractor and not an employee of Client. Contractor shall:

- a) Have no authority to bind Client or incur obligations on Client's behalf
- b) Be solely responsible for all taxes, including self-employment taxes
- c) Not be entitled to employee benefits, including health insurance, retirement plans, or paid leave
- d) Maintain their own tools, equipment, and workspace unless otherwise agreed

5. CONFIDENTIALITY

Contractor agrees to hold in confidence all proprietary information of Client and shall not disclose such information to any third party without Client's prior written consent.

6. INTELLECTUAL PROPERTY

All work product, inventions, and materials created by Contractor in the course of performing the Services shall be considered "work made for hire" and shall be the sole property of Client. Contractor hereby assigns all rights, title, and interest in such work product to Client.

7. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless Client from any claims, damages, or expenses arising from Contractor's performance of the Services or breach of this Agreement.

8. GOVERNING LAW

This Agreement shall be governed by the laws of the State of .

SIGNATURES & EXECUTION

The Parties have executed this Agreement as of the date first written above.

PARTY A

Signature

Printed Name

Title

Date

PARTY B

Signature

Printed Name

Title

Date