**INDEPENDENT CONTRACTOR AGREEMENT**

This Independent Contractor Agreement (the "Agreement") is entered into as of \_\_\_\_\_\_ (the "Effective Date"), by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a company organized and existing under the laws of the \_\_\_\_\_\_\_\_\_\_\_ ("Client"), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, an individual having his/her primary place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Contractor").

WHEREAS, the Client wishes to engage the Contractor to provide certain services, and the Contractor agrees to provide such services on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**SERVICES**

* The Contractor shall provide the following services to the Client (collectively, the "Services"): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
* The Contractor shall perform the Services in a professional and workmanlike manner and in accordance with the specifications and requirements set forth in Exhibit A, which is attached hereto and incorporated herein by reference (the "Specifications").

**TERM**

This Agreement shall commence on the Effective Date and shall continue until the completion of the Services or until terminated earlier in accordance with the provisions of Section 7 of this Agreement (the "Term").

**COMPENSATION**

* In consideration for the Services to be provided by the Contractor hereunder, the Client shall pay the Contractor a total fee of $\_\_\_\_\_\_ (the "Fee"), payable as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
* The Contractor shall submit invoices to the Client on a [monthly/quarterly/as agreed] basis, and the Client shall pay the invoiced amounts within \_\_\_\_ days of receipt of each invoice.

**INDEPENDENT CONTRACTOR STATUS**

* The Contractor is an independent contractor, and nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership, or a joint venture between the parties.
* The Contractor is not an agent of the Client and has no authority to bind the Client or to incur any liability on behalf of the Client.

**CONFIDENTIALITY**

* The Contractor agrees to hold in strict confidence any confidential information received from the Client during the performance of the Services, and to use such information only as necessary for the performance of the Services.
* The Contractor shall not disclose any such confidential information to any third party without the prior written consent of the Client.

**INTELLECTUAL PROPERTY**

* The Contractor acknowledges that any work product, materials, or other deliverables created by the Contractor in connection with the performance of the Services (collectively, the "Work Product") shall be the sole and exclusive property of the Client.
* The Contractor hereby assigns to the Client all rights, title, and interest in and to the Work Product, including, without limitation, all intellectual property rights therein.

**TERMINATION**

* Either party may terminate this Agreement for any reason upon \_\_\_\_ days' prior written notice to the other party.
* Either party may terminate this Agreement immediately upon written notice to the other party in the event that the other party breaches any material term or condition of this Agreement.

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_