

Independent Contractor Agreement

This Agreement is entered into between the Client and Contractor identified below, for the services described here.

Client Name *

Contractor Name *

Description of Services *

Payment Amount / Rate *

Payment Schedule

Start Date *

End Date (if applicable)

1. Independent Contractor Status. Contractor is an independent contractor, not an employee, agent, or partner of Client, and is solely responsible for Contractor's own taxes, insurance, benefits, and work methods. Nothing in this Agreement creates an employment, partnership, or joint-venture relationship. 2. No Exclusivity. Unless stated otherwise below, Contractor may perform services for other clients during the term of this Agreement.

3. Deliverables and Acceptance. Contractor shall deliver the services/deliverables described above by the dates agreed between the parties. Client shall review each deliverable and notify Contractor of any material non-conformance within the acceptance period stated below; absent such notice, the deliverable is deemed accepted. Contractor shall promptly correct any accepted deficiency identified within that period at no additional charge.

Acceptance Period (days)

4. Invoicing and Payment. Contractor shall invoice Client according to the Payment Schedule above. Client shall pay undisputed invoices within the period stated below of receipt. Late payments may accrue interest at the rate stated below (or the maximum permitted by law, if lower).

Payment Due (days from invoice)

Late Payment Interest Rate (annual %)

5. Ownership of Work Product. Upon full payment, all deliverables specifically created for Client under this Agreement become Client's property, and Contractor assigns all right, title, and interest in them to Client. Contractor retains ownership of its own pre-existing tools, libraries, and methodologies, and grants Client a non-exclusive license to use any of these that are embedded in a deliverable, solely as needed to use that deliverable.

6. Confidentiality. Each party may disclose non-public information to the other in connection with this Agreement. The receiving party shall hold such information in confidence, use it solely to perform or receive the services, and not disclose it to third parties without the disclosing party's prior written consent, except as required by law.

7. Warranties. Contractor warrants that: (a) the services will be performed in a professional and workmanlike manner consistent with industry standards; (b) the deliverables will not, to Contractor's knowledge, infringe any third party's intellectual property rights; and (c) Contractor has the right to enter into this Agreement. EXCEPT AS STATED IN THIS SECTION, THE SERVICES AND DELIVERABLES ARE PROVIDED "AS IS," WITHOUT ANY OTHER WARRANTY, EXPRESS OR IMPLIED.

8. Indemnification. Contractor shall indemnify and hold Client harmless from third-party claims arising from Contractor's breach of this Agreement, negligence, or willful misconduct. Client shall indemnify and hold Contractor harmless from third-party claims arising from Client's misuse of the deliverables or breach of this Agreement. Each indemnifying party's obligation is conditioned on prompt written notice and reasonable cooperation from the indemnified party.

9. Insurance. Contractor shall maintain the insurance coverage checked below, if any, for the duration of this Agreement, and shall provide proof of coverage upon Client's reasonable request.

- ☐ General liability insurance
- ☐ Professional liability / errors & omissions insurance
- ☐ Workers' compensation insurance (if Contractor has employees)

10. Termination. Either party may terminate this Agreement for convenience upon the written notice period stated below. Either party may terminate immediately for the other's material breach that remains uncured 10 days after written notice. Upon termination, Client shall pay Contractor for services properly performed and accepted through the termination date.

Termination for Convenience — Notice Period (days)

11. Notices. Any notice under this Agreement shall be in writing and delivered to the addresses below, or such other address as a party designates in writing.

Client's Notice Address

Contractor's Notice Address

12. Assignment. Neither party may assign this Agreement without the other's prior written consent, except to a successor in a merger, acquisition, or sale of substantially all assets. 13. Dispute Resolution. The parties shall first attempt to resolve any dispute through good-faith negotiation; if unresolved within 30 days, the dispute shall be resolved as stated below. 14. Severability; Entire Agreement. If any provision is held unenforceable, the rest remains in effect. This Agreement is the entire agreement between the parties on its subject matter and may only be amended in writing signed by both parties.

Dispute Resolution Method

Binding arbitration

Governing Law (State / Country) *

Client — Signature

Contractor — Signature

Client — Printed Name *

Contractor — Printed Name *

Date *

Date *

Template provided for general reference only and does not constitute legal advice. Laws vary by jurisdiction — have a qualified professional review this document before you sign or rely on it. Worker classification (employee vs. independent contractor) is governed by specific legal tests that vary by jurisdiction and agency — misclassification carries real legal and tax risk. Confirm this classification is correct before relying on this Agreement.