| **ONE PAGE INDEPENDENT CONTRACTOR AGREEMENT** |
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This Independent Contractor Agreement (this "Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, (the “Effective Date”) by and between: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Address] (“Client”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Address] (“Independent Contractor”). Client and Independent Contractor may each be referred to in this Agreement as a “Party” and collectively as the “Parties.”

**1. Services**. Independent Contractor shall provide the following services to Client (the “Services”):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**2. Compensation.** Inconsideration for Independent Contractor’s performance of the Services, Client shall pay Independent Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**3. Term and Termination.** Independent Contractor’s engagement with Client under this Agreement shall commence on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_. The Parties agree and acknowledge that this Agreement and Independent Contractor's engagement with Client may be terminated by either party upon written notice to the other party.

**4. Independent Contractor.** The Parties agree and acknowledge that Independent Contractor is an independent contractor and is not, for any purpose, an employee of Client.

**5. Confidentiality.** During the course of the engagement with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Client Name], you may have access to confidential and proprietary information. You agree to maintain the confidentiality of such information and not to disclose it to any third party without prior written consent from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Client Name].

**6. Ownership of Work Product.** (Check one)

☐ Client has ownership. The Parties agree that all work product, information or other materials created and developed by Independent Contractor in connection with the performance of the Services under this Agreement and any resulting intellectual property rights (collectively, the “Work Product”) are the sole and exclusive property of Client.

☐ Independent Contractor has ownership. The Parties agree that all work product, information or other materials created and developed by Independent Contractor in connection with the performance of the Services under this Agreement and any resulting intellectual property rights (collectively, the “Work Product”) are the sole and exclusive property of Independent Contractor.

**7. Governing Law.** The terms of this Agreement and the rights of the Parties hereto shall be governed exclusively by the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, without regarding its conflicts of law provisions.

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| **Client** Signature |   | **Client** Full Name |

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| **Independent Contractor** Signature |   | **Independent Contractor** Full Name |