

# Independent Contractor Agreement

This **Independent Contractor Agreement** Form Sample includes a comprehensive Non-Disclosure Clause to protect confidential information. It clearly outlines the obligations and responsibilities of both parties, ensuring mutual understanding and legal compliance. Ideal for freelancers and businesses seeking secure and transparent contract terms.

## 1. Parties

This Independent Contractor Agreement ("Agreement") is made and entered into as of the **[Date]** by and between:

- **Client Name:** [Client Name], with a principal place of business at [Client Address]
- **Contractor Name:** [Contractor Name], residing at [Contractor Address]

## 2. Services

The Contractor agrees to perform the following services for the Client:  
*[Description of Services]*

## 3. Compensation

The Client agrees to pay the Contractor as follows:  
*[Payment Terms and Amount]*

## 4. Term and Termination

This Agreement shall commence on [Start Date] and continue until [End Date/Completion of Services], unless terminated earlier by either party with [Number] days' written notice.

## 5. Independent Contractor Relationship

The Contractor is engaged as an independent contractor. Nothing in this Agreement shall be construed as creating an employer-employee relationship, partnership, or joint venture between the parties.

## 6. Non-Disclosure Clause

The Contractor acknowledges that, during the course of providing services to the Client, they may have access to and become acquainted with confidential information, including but not limited to trade secrets, client lists, and proprietary data (collectively, "Confidential Information").

- The Contractor agrees not to disclose, use, or permit the use of any Confidential Information, directly or indirectly, for any purpose other than the performance of services under this Agreement.
- This obligation of confidentiality shall survive the termination of this Agreement.

## 7. Ownership of Work Product

All work products, inventions, and materials developed by the Contractor in connection with the services provided shall be considered "work for hire" and will be the sole property of the Client.

## 8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of [State].

## 9. Entire Agreement

This document constitutes the entire agreement between the parties and supersedes all prior understandings or agreements, whether written or oral, regarding the subject matter.

## 10. Signatures

**Client Signature:**

**Contractor Signature:**

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

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

