

# Independent Contractor Agreement

This **independent contractor agreement** contract form sample includes a comprehensive confidentiality clause to protect sensitive information. It clearly defines the terms of the working relationship and outlines obligations regarding non-disclosure. This template ensures both parties understand their responsibilities and maintain privacy throughout the engagement.

## 1. Parties

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

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

## 2. Services

The Contractor agrees to provide the following services: [Describe services in detail]

## 3. Compensation

The Client shall pay the Contractor [Payment Terms, e.g., "\$X per hour/project upon completion of services"].

## 4. Term and Termination

This Agreement shall commence on [Start Date] and continue until [End Date or specify conditions of termination]. Either party may terminate this Agreement with [Number] days written notice.

## 5. Independent Contractor Status

The Contractor acknowledges that they are an independent contractor and not an employee of the Client. The Contractor is responsible for all taxes, withholdings, and other statutory, regulatory, or contractual obligations of any sort.

## 6. Confidentiality

**6.1 Definition of Confidential Information:** For purposes of this Agreement, "Confidential Information" shall mean any data or information, oral or written, that relates to the Client's business, including but not limited to, business operations, strategies, customer lists, financial information, intellectual property, and proprietary information.

**6.2 Non-Disclosure Obligation:** The Contractor agrees to keep all Confidential Information strictly confidential and shall not disclose, use, or permit the use of any Confidential Information except as necessary to perform the services under this Agreement. This obligation will survive termination of this Agreement.

**6.3 Return of Information:** Upon termination of this Agreement or upon written request by the Client, the Contractor shall promptly return or destroy all copies of such Confidential Information.

## 7. Miscellaneous

- **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of [State/Country].
- **Entire Agreement:** This Agreement represents the entire understanding between the parties and supersedes all prior agreements.
- **Amendments:** Any amendments to this Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Independent Contractor Agreement as of the date first written above.

**Client:**

Name:  
Date:

**Contractor:**

Name:  
Date: