INDEPENDENT CONTRACTOR SERVICE AGREEMENT CONTRACT

MASTER SERVICES AGREEMENT: SCOPE OF WORK, IP WORK-FOR-HIRE, CONFIDENTIALITY & PAYMENT TERMS

CONTRACTOR NAME / ENTITY: _____ **CLIENT COMPANY: _____** **EFFECTIVE DATE: _____/_____/20____**

TAX ID / EIN: _____ **PROJECT / SOW REF: _____** **TERMINATION NOTICE: [ ] 14 [ ] 30 Days**

FEE: [ ] $ _____ / hr [ ] $ _____ Flat Milestone **PAYMENT TERMS: [ ] Net 15 [ ] Net 30** **JURISDICTION: State of _____**

1. SCOPE OF SERVICES & INDEPENDENT CONTRACTOR STATUS

Contractor shall perform services specified in attached Statement of Work. Contractor is an independent contractor, not an employee. Contractor retains sole control over means, methods, and hours of performance, and is not entitled to employee benefits, workers' comp, or unemployment.

2. COMPENSATION, INVOICING & EXPENSE REIMBURSEMENT

Client shall compensate Contractor according to the agreed fee schedule. Contractor shall submit itemized monthly invoices. Invoices are payable within the agreed terms. Client shall reimburse pre-approved out-of-pocket expenses submitted with valid receipts within 30 days.

3. WORK PRODUCT & EXCLUSIVE INTELLECTUAL PROPERTY ASSIGNMENT

All deliverables, software, documentation, designs, and inventions created by Contractor for Client ('Work Product') shall be deemed 'work made for hire.' To the extent any Work Product does not qualify, Contractor irrevocably assigns all statutory copyright and patent rights to Client upon full payment.

4. CONFIDENTIAL INFORMATION & TRADE SECRET PROTECTION

Contractor agrees that all proprietary business data, client lists, software source code, financial models, and strategic roadmaps disclosed by Client remain confidential. Contractor shall not disclose or use Confidential Information except as necessary to perform Services under this Agreement.

5. NON-SOLICITATION & CONFLICT OF INTEREST

During the term and for twelve (12) months following termination, Contractor shall not directly or indirectly solicit, recruit, or hire any employee or contractor of Client, nor induce any client or vendor of Client to reduce or terminate its commercial relationship with Client.

6. TERM, TERMINATION & GOVERNING JURISDICTION

This Agreement commences on the Effective Date and continues until project completion or termination by either party upon written notice specified above. In the event of breach, the non-breaching party may terminate immediately. This Agreement is governed by the laws of the specified State.

BINDING LEGAL EXECUTION & ACCEPTANCE OF CONTRACT TERMS:

Client Authorized Signature: _____ Contractor Legal Signature: _____

Date Signed: _____/_____/20____ Date Signed: _____/_____/20____