

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT (the "Agreement"), is made effective the ____ day of _____, 20__ by and between _____, ("Company") and _____, ("Contractor").

In consideration for the services provided by Contractor to Company as set forth below and the other promises and covenants herein made, Company and Contractor agree as follows:

Duties of Contractor. The Contractor shall prepare accurate work and perform general services all in accordance with the company's policies and procedures. These include but or not to the following items:

Contractor also acknowledges that it's outside the scope of their agreement and is against the rules of engagement to offer any service in the Company's name or in the Company's offices other than the performances of the duties listed above or such related duties as shall be assigned to them by the Company. Without limiting the generality of the last sentence, such a prohibited business activity would include selling or attempting to sell any product or service which is not offered by Company..

Term. Unless sooner terminated as provided herein, Contractor's employment hereunder shall be for a term of one (1) month commencing on the effective date set out above, with such term to automatically renew for successive one (1) month term.

Compensation. In consideration of the services to be provided by Contractor during the term of this Agreement, Company shall compensate Contractor as follows:

(a) **Rate.** During the term of this Agreement, Company shall pay to Contractor \$_____ per hour, payable weekly.

(b) **Reimbursement of Expenses.** Contractor shall be entitled to reimbursement, in accordance with Company's established procedures, for all reasonable business expenses incurred

in the performance of their duties for Company, subject to the approval of such expenses by Company.

- (c) **Federal Income Taxes.** Company agrees to provide the Contractor with a 1099 form by the 31st of January each year with regards to all monies paid to the Contractor in association with this Agreement.

Nondisclosure and Confidentiality. Company and Contractor acknowledge and confirm that Contractor may [by virtue of Contractor's relationship with Company as contemplated hereby] obtain access to sensitive, confidential, restricted and proprietary information of Company and Company's clients, including, without limitation, financial records and client's records and files. Contractor agrees that any such confidential information of which Contractor acquires knowledge in the course of Contractor's performance of their services hereunder shall be used solely in connection with such services and shall not be used in any other manner whatsoever. Contractor agrees that they will not, without the prior written consent of Company, disclose, divulge or publish to others any such confidential information of which they have acquired knowledge in the course of their services hereunder. Contractor further acknowledges and confirms that such confidential information is the exclusive property of Company, and under no circumstances whatsoever shall Contractor have the right to any of such information subsequent to the termination of this Agreement. Upon the request of Company, Contractor shall deliver to Company any and all such confidential information, including all copies of such information prepared or produced in connection therewith, pertaining to Company's business or Contractor's services for Company, whether made or compiled by Contractor or furnished to Contractor in connection with such services to Company.

Covenant not to Compete. Contractor acknowledges and agrees that their services as a Contractor of Company will be of a special, unique, extraordinary and intellectual character and that their position with Company will place them in a position of confidence and trust with respect to the business operations, clients and employees of Company. Accordingly, the Contractor for a period of twenty four (24) months from the date of termination of this Agreement (for any reason) will not:

- (i) attempt in any manner to solicit, entice, persuade or induce any employee of Company to terminate his or her employment with Company or to become employed by any person, firm or corporation other than Company, or approach any such employee for any of the foregoing purposes or authorize and assist in the taking of any such action by any third party; or

- (ii) attempt in any manner to solicit, entice, persuade or induce any clients of Company to terminate his or her use of Company, or to solicit, entice, persuade or induce such clients to seek professional service from Contractor.

The parties agree that any breach of this covenant by Contractor will result in

irreparable injury to Company and, therefore, in addition to all other remedies provided by law or in equity, Contractor agrees and consents that Company shall be entitled to both preliminary and permanent injunctive relief to prevent a breach or contemplated breach by Contractor of any of the covenants contained herein.

Surrender of Books and Records. All records and personal records, client lists, and all other professional, or financial information regarding Company's business shall at all times be the property of Company; and during the term of this Agreement, and thereafter, Contractor shall have no proprietary rights therein; and upon termination of employment hereunder, irrespective of the time, manner or cause of said termination, Contractor will surrender to Company all such records, and all other professional, or financial information regarding Company's business.

Injunctive Relief. Contractor recognizes that the restrictions and covenants contained in this Agreement are reasonable and necessary for the protection of Company's legitimate business interests, goodwill and Confidential Information. Contractor acknowledges that any breach or violation of the restrictions and covenants contained in this Agreement will cause substantial damages and irreparable harm to Company for which there is no adequate remedy at law. Thus, in addition to any other remedies, Company will be entitled to temporary and/or permanent injunctive relief to enforce the provisions of this Agreement without the necessity of providing actual damages or posting bond or other security.

Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, any provision of this Agreement regarding limitations of time, geographic area, scope of activity or any other restriction will be deemed amended and modified by the extent necessary to render such provision legal, valid and enforceable.

Modification. This Agreement shall not be modified or amended except by an instrument in writing, executed by both parties hereto.

Waiver. A waiver by either party of any of the terms and conditions of this Agreement in any instance shall not constitute a waiver of such term or condition for the future, or of any subsequent breach thereof.

Notices. Any and all notices required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when deposited in the United States Mail, certified or registered mail, postage prepaid. Any notice to be given to Company hereunder shall be addressed to Company at _____, _____, _____, (State)_____, _____. Any notice to be given to Contractor shall be addressed to Contractor at _____, _____, _____, (State)_____, _____.

_____, _____, _____, (State) _____,
_____. Either party may change its notice address by giving the other party notice of such new
address in accordance with the requirements of this paragraph.

Arbitration. Any and all claims, disputes and controversies arising under or related to this Agreement, including without limitations, any claims for breach of contract, negligent or intentional misrepresentation or nondisclosure in the inducement, execution or performance of any contract, and the breach of any alleged duty of good faith and fair dealing, shall be submitted to arbitration. The decision of the arbitrator shall be final and binding and may be entered as a judgment in the State court of competent jurisdiction.

Applicable Law. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF _____.

Contractor Acknowledgement. Contractor has read the contents of this Agreement, understands its terms, and agrees that, in consideration for their employment or continuing employment, training with Company, and any other consideration recited herein, they will be bound by the terms, covenants and restrictions set forth in this Agreement.

IN WITNESS WHEREOF, Contractor has executed this Agreement and Company has caused this Agreement to be executed, on its behalf, by its authorized officers, as of the effective date set forth above.

CONTRACTOR:

COMPANY

(NAME)

By: _____
PRESIDENT / OR OWNER