

# **INDEPENDENT CONTRACTOR AGREEMENT**

Revision date: December 13, 2012

This Agreement is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between PROTECToVision LLC (“the Company”) and \_\_\_\_\_ (“the Contractor”). Subject to the terms and conditions of this Agreement, the Company hereby engages the Contractor as an Independent Contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.

## **Independent Contractor**

This Agreement shall not render the Contractor an employee, partner, agent of, or joint venture with the Company for any purpose. The Contractor is and will remain an Independent Contractor in his/her relationship to the Company. The Company shall not be responsible for withholding any income or other taxes with respect to the Contractor’s compensation hereunder, and the Contractor will be responsible for same. The Contractor shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker’s compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The contractor is responsible to comply with all local, state, and federal requirements and to notify Protectovision LLC of any applicable compliance issues.

## **Insurance**

If PROTECToVision LLC’s insurance does not cover the contractor, then the Contractor will carry liability insurance (including malpractice insurance, if warranted) relative to any service that is performed using the Company’s proprietary software, and name Protectovision LLC as an additional named insured on said policy.

## **Duties, Terms, and Compensation**

The Contractor’s duties, term of engagement, compensation and provisions for payment thereof shall be as set forth by the Company to the Contractor, portions of which are included in Exhibit A, but which may be amended in writing from time to time, or supplemented with subsequent estimates for services to be rendered by the Contractor to customers, with commissions to be paid by the Company for sales or service that has been collected from customer and said customer is satisfied with the work, product or services performed, and which collectively are hereby incorporated by reference. Refunds issued to customers that a Contractor has been paid for must be refunded to the Company by said Contractor.

## **Expenses**

During the term of this Agreement, the Contractor is responsible for all out-of-pocket expenses incurred in connection with the performance of the duties hereunder.

## **Written Reports**

Initials: \_\_\_\_\_ 1

Documentation for services rendered is automated within the program and is not usually needed. However, the Company may request that a “Progress Report of All Client Jobs” and a “Final Results Report” be provided by the Contractor on a monthly basis, but only if requested to clarify any questions the Company may have concerning services rendered or complaints from customers.

### **Inventions**

Any and all inventions, discoveries, developments and innovations conceived by the Contractor during this engagement relative to the duties under this Agreement shall be the exclusive property of the Company; and the Contractor hereby assigns all right, title, and interest in the same to the Company. Any and all inventions, discoveries, developments and innovations conceived by the Contractor prior to the term of this Agreement and utilized by him/her in rendering duties to the Company are hereby licensed to the Company for use in its operations and for an infinite duration. This license is non-exclusive, and may be assigned without the Contractor’s prior written approval by the Company to a wholly-owned subsidiary of the Company.

### **Confidentiality**

The Contractor acknowledges that during the engagement said Contractor will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the Company and/or used by the Company in connection with the operation of its business including, without limitation, the Company’s business and product processes, methods, customer lists, accounts and procedures. The Contractor agrees that said Contractor will not disclose any of the aforementioned, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Company, whether prepared by the Contractor or otherwise coming into his/her possession, shall remain the exclusive property of the Company. The Contractor shall not retain any copies of the foregoing without the Company’s prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Company, the Contractor shall immediately deliver to the Company all such files, records, documents, specifications, information, and other items in his/her possession or control. The Contractor further agrees not to disclose his/her retention as an Independent Contractor or the terms of this Agreement to any person without the prior written consent of the Company and shall at all times preserve the confidential nature of his/her relationship to the Company and of the services hereunder.

### **Conflicts of Interest - Non-hire Provision**

The Contractor represents that said contractor is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, the Contractor, in rendering his/her duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which he/she does not have a proprietary interest. During the term of this agreement, the Contractor shall devote as much of his/her productive time, energy and abilities to the performance of the

appropriate duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services for the Company, as long as they are of a non-competitive job description. For a period of one year following any termination or ending of a business relationship, the Contractor shall not, directly or indirectly hire, solicit, or encourage to leave the Company's employment, any employee, consultant, or contractor of the Company or hire any such employee, consultant, or contractor who has left the Company's employment or contractual engagement. Because of the nature of Company's business, Contractor agrees to not compete in the same or similar business for a period of two years.

### **Right to Injunction**

The parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement and the rights and privileges granted by the Company to the contractor under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the Contractor of any of the provisions of this Agreement will cause the Company irreparable injury and damage. The Contractor expressly agrees that the Company shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Contractor. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the Company may have for damages or otherwise. The various rights and remedies of the Company under this Agreement or otherwise shall be construed to be cumulative, and no one of the them shall be exclusive of any other or of any right or remedy allowed by law.

### **Merger**

This Agreement shall not be terminated by the merger or consolidation of the Company into or with any other entity.

### **Termination**

The Company may terminate this Agreement at any time by providing 6 months written notice to the Contractor. Any unused portion of a paid one year license as a Reseller or Authorized Inventory Professional, if any, will be refunded. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the Company, is guilty of serious misconduct in connection with performance hereunder, receives serious or repeated complaints, materially breaches provisions of this Agreement or gives cause, the Company at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor and without refund.

### **Successors and Assigns**

All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

### **Choice of Law**

The laws of the state of Florida shall govern the validity of this Agreement, the construction

of its terms and the interpretation of the rights and duties of the parties hereto, unless the state where the work is completed requires that state to govern the validity of this agreement.

**Arbitration**

Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in Orange County Florida in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.

**Headings**

Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

**Waiver**

Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

**Assignment**

The Contractor shall not assign any of his/her rights under this Agreement, or delegate the performance of any of his/her duties hereunder, without the prior written consent of the Company.

Your identification as a PROTECToVision “Reseller” or “Authorized Inventory Professional” (AIP) shall in no way create a joint venture, partnership, affiliate relationship or joint sponsorship between you and PROTECToVision, other than what is specifically noted herein, and the parties shall remain independent legal entities.

**Notices**

Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to the Contractor:

Name \_\_\_\_\_  
Street address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_  
Zip \_\_\_\_\_ phone: (H) \_\_\_\_\_ (C) \_\_\_\_\_

4 Initials: \_\_\_\_\_

email \_\_\_\_\_

If to the Company:  
Protectovision LLC  
13506 Summerport Village Parkway, Ste 228  
Windermere FL 34786

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

**Modification or Amendment**

No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

**Entire Understanding**

This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

**Unenforceability of Provisions**

If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

PROTECToVision LLC Authorized Representative:

\_\_\_\_\_  
Name Title or Position

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

Independent Contractor:

\_\_\_\_\_  
Name Title or Position

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

The pages of this Independent Contractor Agreement can be returned in person, by FAX to (407) 876-5822, or by mail and approved by PROTECToVision LLC. A copy should be

Initials: \_\_\_\_\_ 5

signed by both parties, and your copy will be returned in person, by mail, or by FAX to the phone number provided by you in the following block.

Return FAX # : \_\_\_\_\_

## **SCHEDULE A**

### **DUTIES, TERM, AND COMPENSATION**

The Contractor will perform duties as a:

- ( ) Reseller of annual memberships/licensing of program to customers to use the Protectovision website and the revolutionary and proprietary "E-inventory" program or/and
- ( ) Inventory Professional who is qualified to perform home and business inventories and certify them as true and accurate. He or she will report directly to the appropriate Company Liaison and to any other party designated by Company in connection with the performance of the duties under this Agreement via telephone or email, and shall fulfill any other duties reasonably requested by the Company and agreed to by the Contractor.

This engagement shall commence upon execution of this Agreement and shall continue in full force and effect through one year after the date signed by the Contractor or earlier upon completion of the Contractor's duties under this Agreement. The Agreement will be automatically renewable, if not cancelled in writing and if allowable by law, or may be extended in writing if not, in which case it may only be extended thereafter by mutual agreement in writing, unless terminated earlier by operation of and in accordance with this Agreement.

### **COMPENSATION:**

#### **RESELLER**

- A. A Reseller must be a client subscriber member with a current annual license to have access to the Company's proprietary software for the business purpose of making income. A fee may be assessed by the Company on an annual basis for training to be qualified to be a Reseller. That fee is subject to change with notice (as indicated on C. below) at the discretion of the Company.
- B. As full compensation to a Reseller for the services rendered pursuant to this Agreement, the Company shall pay the Contractor 50% of the sales price of the annual membership/licensing fee.
- C. Compensation for the sale of a membership/annual licensing fee is not earned until the membership/annual licensing fee has been paid for by the client. Payment is made to the Reseller's PayPal account, and is not normally made until at least two weeks after the sale is completed and paid for by client. Such compensation shall be payable to the AIP within 30 days of service, as supported by the PROTECToVision website Reseller tab accounting data business reports, or receipt of a Contractor's monthly invoice for service fees supported by reasonable documentation to show service fees and client's payment. Any payments made and subsequently cancelled by the client/member will be recovered by PROTECToVision LLC and deducted from the Contractor's future earnings or reimbursed by check from the Contractor to the Company within 30 days, at the Company's option.
- D. The sales percentage split is subject to be changed by the Company upon 30 days notice for future sales. Notice shall be considered effective 30 days after any revision of this Independent Contractor Agreement is posted on the Protectovision website as

a downloadable document or 30 days from being emailed from Company to Contractor, whichever is sooner. Contractor is required to maintain a current email address to Company with their account #, current phone number and address.

### **Authorized Inventory Professional (AIP)**

- A. An Authorized Inventory Professional (AIP) must be a client subscriber with a current annual license to have access to the Company's proprietary software for the business purpose of making income. To qualify as an AIP, you must pass a background check or some other approval by Protectovision LLC, and be trained. An AIP also has Reseller privileges. A fee may be assessed or changed by the Company on an annual basis for training to be qualified to be a AIP, at the discretion of the Company.
- B. Compensation as an AIP for services rendered shall be paid for by the Company to the Contractor at a rate of 50% of the price of doing a home or business inventory. (An AIP also has Reseller privileges.)

.50 X Hourly rate X Number of Hours paid for by Client = COMMISSION to AIP  
(This published percentage is effective January 1, 2011)

- C. Compensation for the inventory service is not earned until the inventory service fee has been paid for by the client. Payment is made to the AIP's PayPal account, and is not normally made until at least two weeks after the service is completed and paid for by client. Such compensation shall be payable to the AIP within 30 days of service, as supported by the PROTECToVision website Reseller tab accounting data business reports, or receipt of a Contractor's monthly invoice for service fees supported by reasonable documentation to show service fees and client's payment. Any payments made and subsequently cancelled by the client/member will be recovered by PROTECToVision LLC and deducted from the Contractor's future earnings or reimbursed by check from the Contractor to the Company within 30 days, at the Company's option.
- D. The percentage of the inventory price earned by the AIP will increase 5% with every 5 service transactions of \$50 or more, effective the next pay period, once submitted by the Contractor and entered in the pay system by the Company. A maximum commission of 75% of the fee for the inventory performed for the client can be earned.\*
- \*Each AIP must submit an email notification to the Company stating that said AIG has attained the 5 sale requirement for the next pay increase (include the 5 client names and each client service charge) to begin earning the 5% increase in service fee commission. This information should be emailed to [sales@protectovision.com](mailto:sales@protectovision.com) with the subject line:  
"AIP COMMISSION INCREASE NOTIFICATION" (in capital letters).
- This is a recurring calendar year annual requirement. This percentage split is subject to change upon 30 days notice. Notice shall be considered effective 30 days after any revision of this Independent Contractor Form is posted on the Protectovision

website as a downloadable document, or 30 days from an email revision being sent from the Company to the Contractor, whichever is sooner. Contractor is required to maintain a current email address to the Company with their membership account.

**Special Package Pricing Commissions for AIP's and Resellers**

Because the 1 year license is included in the **Special Package Pricing** the Commission Structure noted above is amended as follows:

The Authorized Inventory Professional (AIP) performing service will earn 50% of the Service Fee paid in full, with increments up to 65% of that fee. Resellers earn a 10% Referral Fee for Inventory business or residential appointments that result in a client with a completed and paid in full new inventory job within 2 months of referral. Resellers must submit a List of these Referral Clients and Inventory Jobs for accounting data necessary to be paid. For a Reseller to be compensated for these referrals they must follow-up to assist in job scheduling and completion.