



Independent Contractor Agreement

ICU Investigations, LLC, referred to as “company” in this agreement, believes it is in the best interest of both the company and the independent contractor, referred to as “independent contractor” in this agreement, that an agreement be made as to the needs and requirements of the company and the performance of the independent contractor. To wit:

- 1. Taxes and Deductions** The independent contractor shall be solely responsible for the payment of income taxes, FICA, and any other such federal, state or local taxes that may be due arising from any earnings or payments made by the company to the independent contractor. The company will not withhold any tax deductions from any payments made to independent contractor. The independent contractor agrees to indemnify and hold harmless the company from any claim or assessment made by any taxing authority. All payments made to the independent contractor will be reported to the IRS on Form 1099. The independent contractor will provide to the company a completed form W-9 for our records, as required by the federal tax code.
- 2. Indemnification** The independent contractor assumes any and all responsibilities and liabilities incurred in the performance of their contracted duties. Further, the independent contractor shall indemnify and hold harmless the company, its owners, employees, company insurances or other independent contractors and any others from any and all claims, demands, damages, expenses, losses, fines, penalties or other liabilities, including loss of use, arising from the independent contractors negligence or inability to perform under this agreement.
- 3. Workers Compensation Insurance** Independent contractor specifically and expressly waives any immunity or rights that may be granted under the workers compensation laws of any state. Independent contractor shall be solely responsible for the protection of themselves and/or their employees or other independent contractors through workers compensation or other insurance. Independent contractor agrees to indemnify and hold harmless the company, its owners or employees from any claim or assessment made by any federal, state, or local authority, individual or group, arising from negligence or lack of workers compensation or other liability insurances.
- 4. Proprietary Information and Privacy** Independent contractor will keep and hold any and all communication, correspondence or private information in the strictest confidence, regardless of how the independent contractor received the information from the company. All verbal, mail, email or any form of communication will be held privately and not disclosed to third parties or others. Additionally, independent contractor may receive proprietary information to assist them in the performance of their contracted duties. This proprietary information may not be used directly or indirectly, to gain a competitive advantage or otherwise harm the company by its disclosure.
- 5. Company Clients** Independent contractor understands and agrees that work performed for the company has arisen due to the marketing, sales and capital investments of time, money and resources of the company. Independent contractor, its employees or assigns will not solicit or accept work from clients of the company during the duration of this agreement and for a period of 2 years following the end of this agreement.
- 6. Intellectual Work Product** Independent contractor hereby acknowledges that all writings, documents, inventions, processes, products, systems, methods, discoveries, computer software or instructions, plans, customer lists, client lists, client contacts, memoranda, research, designs, specifications, models, data, flow charts, techniques and similar or dissimilar intellectual work product (whether reduced to a written form or elsewhere, that relates to or may in any way be useful in connection with any business now or hereafter carried on by company is and will be company’s sole and exclusive property. Independent contractor



recognizes and acknowledges that company technology, know-how, practices, customer lists, product sources, products, designs, software, methods of development and other trade secrets are confidential information and are the property of the company. Further, independent contractor agrees that, except as directed by company or with the companies prior written consent, independent contractor will not at any time, whether during or after the term of this agreement, disclose to any person or use any confidential information, or permit any person to examine and/or make copies of any documents which contain or are derived from confidential information, whether prepared by independent contractor or otherwise coming into independent contractor's possession or control.

- 7. **Evidence** All reports, notes, original video documentation and other records, in all forms, including any duplicates or copies, are the property of the company and shall be returned to the company at the end of every assignment.
- 8. **Termination** Either party may terminate this agreement at any time without cause and without penalty upon three business days prior written notice to the other party. This agreement automatically terminates upon the death of either party with all monies due there under to be paid to the benefit of the respective heirs, representatives, successors, and assigns of that party. Upon the end or termination of this agreement all other conditions remain in effect for a period of two years.
- 9. **Arbitration** Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The losing party shall pay the costs of arbitration.
- 10. **Integration and Contract Modification.** This agreement replaces all previous agreements and the discussions relating to the subject matters hereof and constitutes the entire agreement between the company and independent contractor with respect to the subject matter of this agreement. This agreement may not be modified in any respect by any verbal statement, representation, or agreement made by *any employee, officer, or representative* of the independent contractor, or by any written document unless signed by both the independent contractor and company.
- 11. **Severability** If any term or provision of this agreement is deemed invalid, contrary to, or prohibited under applicable laws or regulation of any jurisdiction, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.
- 12. **Digital Signature** We will keep and use your digital signature for the sole purpose of signing affidavits. You authorize the use of your digital signature for the express purpose of signing affidavits for process service jobs that you have completed and notified the office thereof.

For: ICU Investigations, LLC, 473 S River Rd # 1-275, St George, UT 84790

Date _____ Title _____

By _____ Signed _____

For: Independent Contractor

Date _____ Title _____

By _____ Signed _____

Address _____ Phone _____

City, State, Zip _____