

Independent Contractor Agreement

This Independent Contractor Agreement ("Agreement") is made and entered by and between Stripeze, LLC. ("Stripeze or Company"), a Missouri Limited Liability Company having its principal place of business as 3215 NE Carnegie Dr., Lee's Summit, Mo and

_____, an Independent Contractor ("Independent Contractor"). Independent Contractor shall be identified as follows:

Name: _____

Type of Entity: D Individual
 D Sole proprietorship
 D Partnership
 D Corporation

Address:

City/State/Zip:.

Business Telephone:

Social Security or Company Identification Number:

In consideration of the promises and mutual covenants and agreements contained herein, the parties agree as follows:

1. Work to Be Performed

- a. Stripeze desires that Independent Contractor perform, and Independent Contractor agrees to perform, vehicle and misc. equipment decal removal.

2. Term of Agreement

- a. The services called for under this Agreement shall commence on _____ , and remain in force until terminated.

3. Independent Contractor Status

- a. It is expressly understood by the parties that Independent Contractor is an independent contractor in the performance of each and every part of this Agreement and that nothing in this Agreement is intended or shall be construed, to denote or designate Independent Contractor as the employee, agent, partner, or joint venture of Stripeze. Further, although Stripeze will communicate to Independent Contractor the scope of each specified project and the desired outcome of Independent Contractor's work on such project, the parties understand and agree that nothing in this Agreement constitutes the exercise by Stripeze of control or direction over the manner or method by which Independent Contractor performs the services which are the subject of this Agreement. Stripeze is interested only in the results obtained by Independent Contractor under this agreement; the manner, means and method of conducting the work and obtaining such results are under the sole control of Independent Contractor.
- b. The parties expressly understand and agree that, as an independent contractor, Independent Contractor is free to set Independent Contractor schedule and work hours

within the scope of each project. It is further understood and agreed that Independent Contractor shall be solely responsible for any employees or agents whom Independent Contractor hires to assist Independent Contractor (and whom Independent Contractor agrees are not employees or agents of Stripeze),.

Further, the parties understand and agree that Independent Contractor is free to provide Independent Contractor services to other businesses while performing services for Stripeze.

- c. Independent Contractor shall have no right, power or authority in any way to bind Stripeze to the fulfillment of any condition, contract or obligation, or to create any liability binding on Stripeze.
- d. Independent Contractor understands that Independent Contractor is an independent contractor and, as such, neither Independent Contractor nor any dependent or any other individual claiming through Independent Contractor will be eligible to participate in, or receive benefits under, any of the employee benefit plans, programs or arrangements maintained by Stripeze (collectively, the "Plans"), and hereby waives irrevocably any and all rights to participate in, or receive benefits under any of the Plans. Independent Contractor further understands and agrees that none of Independent Contractor employees or agents will be eligible for any benefits under the Plans.
- e. Independent contractor understands that they can accept or decline (refuse) any assignment that is sent to them by Stripeze as they are true Independent Contractors and not under any control or obligation to Stripeze.

4. Technical Direction

- a. Independent Contractor shall have all necessary skills and expertise to perform work under this Agreement. To the limited extent that any technical direction is necessary, such technical direction shall be given only by the Project Manager or the Company designee.

5. Terms of Payment

- a. Stripeze shall pay Independent Contractor according to the following terms and conditions for: Each job or order will have an agreed price with Independent Contractor before work commences., Payments will be sent out on work completed by Thursday of each week. If Independent Contractor finds work Stripeze will help bid job, invoice and collect from end user and split payment with contractor on a 60% contractor and 40% to stripeze. All work from stripeze to contractor will be negotiated before work starts. Independent Contractor agrees not to solicit any of Stripeze National accounts that are listed under National Account list document A.

- b. Independent Contractor will submit results to Stripeze for each project completed by Independent Contractor. Before and after photo and the VIN for unit.
- c. The decal removal must follow Stripeze standard specifications.

6. Reimbursement of Expenses

- a. Stipeze shall not be liable to Independent Contractor for any expenses paid or incurred by Independent Contractor unless otherwise agreed to in writing.

7. Taxes and Other Incidents of Employment

- a. Neither federal, state or local income tax nor payroll tax of any kind shall be withheld or paid by Stripeze on behalf of Independent Contractor or contractors employees with respect to the services performed hereunder for federal, state or local tax purposes.
- b. Independent Contractor understands that Independent Contractor is solely responsible for all incidents of employment for himself/herself/itself and Independent Contractor employees and agents, including, but not limited to, withholding and payment of all

- federal and state income and payroll taxes, unemployment insurance, social security, Medicare taxes and any other legally required payments on sums received from stripeze.
- c. Each contractor will be required to fill out a W-9 form. If contractor receives more than 600 dollars or more from Stripeze during a tax year a 1099 will be issued.

8. Independent Contractor's Responsibility for Insurance, Including Workers' Compensation

- a. Independent Contractor acknowledges that Stripeze does not maintain any comprehensive general liability, workers' compensation or other insurance on behalf of Independent Contractor or employees of Independent Contractor, and that it is the sole responsibility of Independent Contractor to obtain and keep in force such insurance as required by law or, where not required by law, as Independent Contractor deems appropriate.

9. Indemnification and Hold Harmless by Independent Contractor.

- a. Independent Contract further acknowledges and agrees that it will do nothing to harm Stripeze and/or its clients, and in the event any claims by any person or entity brought against Stripeze relating in any way to the work performed by Independent Contractor, Independent Contractor agrees to indemnify and hold Stripeze harmless.

10. Termination of Agreement

- a. Stripeze may terminate this Agreement without notice in the event that Independent Contractor breaches any material provision of this Agreement or Independent Contractor otherwise acts in a manner that is materially harmful to the business interests or reputation of the Company. Stripeze or Independent Contractor may terminate this Agreement at any time, upon the giving of thirty (30) days notice to the other party. Stripeze shall not be liable for, nor shall Independent Contractor be liable to perform, any services or expenses incurred after the receipt of notice of termination.

11. Assignability

- a. This agreement shall not be transferred or assigned, in whole or in part, by Independent Contractor without the prior written consent of Stripeze.

12. Severability

- a. The parties have fully negotiated all of the provisions of this Agreement. In the event there is litigation involving this Agreement and the court concludes that certain provisions may be unenforceable for whatever reason, the court shall have the authority to modify such provisions to make said provisions enforceable, if possible, within the bounds of the parties' original intent. Further, the unenforceability or invalidity of any provision of this Agreement shall not affect the enforceability or validity of the other provisions.

13. Choice of Law

- a. This Agreement, including but not limited to, any dispute under this Agreement and work performed by Independent Contractor under this agreement shall be construed and enforced under and be governed in all respects by the laws of the State of Missouri, without regard to the conflict of laws or principles thereof.

14. Waiver

- a. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of either party to require the performance of any term or obligation of this Agreement, or the waiver by either party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

15. Agreement

- a. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements, if any, between the parties with respect to the services to be provided by Independent Contractor to Stripeze and all matters related thereto. The Agreement may be supplemented, amended or revised only in a writing signed by Independent Contractor and a duly authorized representative of Stripeze.

16. Confidential Information and Non-Solicitation

- a. Independent Contractor recognizes that during the course of performing work under this Agreement, Independent Contractor may acquire knowledge of confidential and proprietary information or trade secrets of Stripeze or a client of Stripeze, including, but not limited to client contact information ("Confidential Information"). Independent Contractor agrees to keep all such Confidential Information in a secure place and further agrees not to publish, communicate, divulge, use or disclose, directly or indirectly, for Independent Contractor own benefit or for the benefit of another, either during or after the term of this Agreement.

Upon termination of this Agreement,

- Independent Contractor shall deliver all records, data, information and other documents containing Confidential Information that were produced or acquired during the performance of this Agreement, and all copies thereof, Stripeze. Such material is and shall remain the property of Stripeze.
- b. This obligation of confidentiality shall not apply with respect to information (a) that Independent Contractor can conclusively demonstrate with documentary evidence is generally known to, and available for use by, the public other than as a result of the breach of this Agreement or any other agreement pursuant to which Independent Contractor owes any duty of confidentiality to Stripeze or a client of

- c. Unless otherwise agreed to in writing, Confidential Information includes, but is not limited to, software, source code, software summaries, software design, program logic, flow charts, program listings, functional specifications, logical models, user guides, operator guides, installation guides, and other supporting or programming materials, designs, reports, manuals, documents, patterns, specifications, data or other technical or proprietary information, client information, business and marketing strategies, personnel information, and any equipment or material of every description furnished to Independent Contractor for a Client.
- d. Any Confidential Information furnished to Independent Contractor by a Client is and shall remain property of the Client. Independent Contractor shall not substitute any other property for the Client's property except in rendering services under this Agreement. While such Client property is under the management or control of Independent Contractor, Independent Contractor shall be responsible for any damage to such property.
- e. Independent Contractor recognizes that Stripeze invests substantial time, money and other resources attracting and retaining employees and clients. Independent Contractor agrees and covenants that for a period of twenty four (24) months following termination of this Agreement he will not (without first obtaining the written permission of Company) directly or indirectly participate in the solicitation of any business of any type conducted by Company during the period of Independent Contractor's employment with Company from any person or entity which was a client or customer of Company during the period of Independent Contractor's employment with Company, or was a prospective customer of Company from which Independent Contractor (or employees under Independent Contractor's supervision) solicited business or for which a proposal for submission was prepared during the period of Independent Contractor's contract with Company. Independent Contractor agrees that for a period of twenty four (24) months following termination of this Agreement, Independent Contractor will not solicit or recruit any Stripeze client to terminate its contractual or business relationship with Stripeze. Independent Contractor further agrees that it will not assist any competitor of Stripeze in soliciting any Stripeze clients for a period of twenty four (24) months following termination of this contract, or during the term of this agreement. Independent Contractor will remain responsible for resulting damages from such prohibited solicitation.
- f. Independent Contractor agrees and covenants that for a period of twenty four (24) months following termination of this Agreement, he will not (without first obtaining the written permission of Company) directly or indirectly, recruit for employment, or induce or seek to cause such person to terminate his or her employment with Company, any person who is then an employee of Company.

17. Legal Action

- a. Independent Contractor acknowledges that full compliance with the terms of this Agreement is necessary to protect the business and goodwill of Stripeze and that a breach of this Agreement will irreparably and continually harm Stripeze, for which money damages may not be adequate. Consequently, Independent Contractor agrees that in the event of a breach of any material term of this Agreement, or a threatened breach thereof, Stripeze will be entitled to both (a) a preliminary or permanent injunction in order to prevent the continuation of such harm; and (b) monetary damages insofar as they

can be determined. If Stripeze successfully institutes legal action to enforce its rights under this Agreement, Stripeze shall be entitled to recover from Independent Contractor costs and reasonable attorneys' fees incurred in the enforcement of its rights. Nothing in this Section shall be construed to prohibit Stripeze from also pursuing any other remedy. Stripeze and Independent Contractor having agreed that all remedies are cumulative.

18. Security Regulations

- a. Independent Contractor shall comply with all applicable security regulations of Stripeze.

19. Headings

- a. The headings in this Agreement are for convenience only and in no way define or describe the scope or content of any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this _____ day of _____, 20__ .

Independent Contractor

Stripeze

By _____
Signature

By _____
Signature

Print Name

Print Name

Title (if applicable)

Title (if applicable)