

INDEPENDENT CONTRACTOR AGREEMENT

This agreement (the "Agreement") is made and entered into as of _____ (Effective Date) between the **FIOA, CORP.** 422 Sundown Lane, Forsyth, MO 65653, a Missouri Corporation, whose mailing address is (hereafter "FIOA") and _____, whose Social Security Number or EIN is _____, and whose mailing address is _____ (hereafter "Contractor") (collectively, the "Parties").

WHEREAS, FIOA contracts with cable, telephone and internet companies and their partners to provide cable installation and other services; and

WHEREAS, Contractor desires to provide cable installation services for FIOA and FIOA desires to hire Contractor to provide such services; and

WHEREAS, FIOA and the Contractor desire to enter into an Agreement which will define their respective rights and duties as to all services to be performed, and

WHEREAS, Contractor affirms that Contractor understands all of the provisions contained in this Agreement, and in the case that Contractor requires clarification as to one or more of the provisions contained herein, Contractor has requested clarification or otherwise sought legal guidance prior to executing this document;

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereto agree as follows:

1. Services. Contractor will provide cable installation services for FIOA in accordance with this Agreement. Contractor shall furnish all labor, tools, equipment, transportation and incidental materials necessary to complete the work. The work contemplated by this Agreement does not involve construction nor does it involve clearing, filling, excavation, or substantial improvement of any structure.

2. Qualifications. Contractor represents and warrants that: a) Contractor has the experience, expertise, resources, intent and ability to fully and properly perform Contractor's obligations under this Agreement; b) Contractor is familiar with the applicable specifications and industry standards for performing cable installations, including new connects, re-connects, maintenance and repair; c) Contractor will use Contractor's best efforts to fully and properly perform all of Contractor's obligations hereunder; and d) Contractor, and Contractor's subcontractors and employees, will meet with FIOA upon request to discuss specifications required by FIOA's customers and other general installation details necessary for proper completion of work assignments.

3. Work Assignments. FIOA, in its discretion, will provide Contractor with work orders describing the type of work to be performed, the location, contact information, and other relevant

information concerning the work to be performed. Contractor may decline or accept any work orders and any work order not accepted within two (2) hours shall be deemed to have been declined by the Contractor. Upon acceptance, Contractor shall timely complete the work order. FIOA is under no obligation to assign any work to Contractor.

4. Work Performance. Contractor shall provide all work for FIOA in a timely manner and all work shall be performed in a good and workmanlike manner. Contractor acknowledges and agrees that time is of the essence in the completion of any accepted work order. Contractor agrees to use Contractor's best efforts to complete all work during the customer's regular business hours and comply with all specifications provided by FIOA. Contractor shall keep the work area neat and clean, and return the area to its condition prior to commencement of the work once the work is completed, including removal of any debris and excess materials. However, the manner and means of performance of the work, including the technique, sequence, procedures, selection and assignment of Contractor's employees shall be subject to Contractor's exclusive discretion, supervision and control.

5. Nonexclusive Agreement. FIOA may contract with other individuals and companies to provide the same services as Contractor in the same geographic area and Contractor may contract with others to provide the same services as provided to FIOA under this Agreement.

6. Compensation. Contractor agrees to perform work for FIOA for the specific amounts set forth in the price sheet attached hereto which also specifies the jobs, job codes to be utilized by the Contractor, and prices for each job.

7. Payment. The contractor shall submit invoices to FIOA on a weekly basis for any complete work assignments. FIOA will pay Contractor no later than forty-five (45) days after submission of each invoice for work completed by the Contractor, subject to FIOA's right to charge-back and set-off as described below. The payments due hereunder are on a per-job basis. Payments are contingent upon Contractor properly completing and reporting work assignments to FIOA, including completion of all forms and other documents or information reasonably requested by FIOA to document completion of the work assignment and other payment details. Contractor will accurately represent the work completed and will accurately classify the work by using the work assignment codes required by FIOA. Contractor acknowledges and agrees that FIOA may determine, in FIOA's sole discretion, that a particular work assignment will be charged back to Contractor due to substandard performance and Contractor will not receive payment for that assignment. In the event Contractor has already been paid for a particular work assignment, FIOA may set-off such amounts from any other payments that FIOA owes Contractor. In addition, in the event that equipment or other materials owned by FIOA, or a customer of FIOA, are not returned or otherwise properly accounted for by Contractor, either at the completion of a work assignment or termination of this Agreement, the value of such equipment or other materials will be charged back to Contractor and such value is also subject to FIOA's right to set-off against any payments that FIOA may otherwise owe Contractor. Contractor acknowledges and agrees that Contractor is solely responsible for the

principal expense related to the work that Contractor performs pursuant to this Agreement. Contractor acknowledges that Contractor may realize a profit or suffer a loss in connection with each work assignment and that Contractor's success or failure depends largely on Contractor's management of time and the relationship of business receipts to expenditures incurred by Contractor.

8. Term. The term of this Agreement will commence on the date hereof and will end on the date that is one year from the date of commencement. Unless otherwise terminated, this Agreement will automatically renew for successive one-year periods. Either party may terminate this agreement without cause on ten (10) days advance written notice to the other party. FIOA may terminate this Agreement immediately in the event FIOA determines, in its sole discretion, that Contractor has materially breached any provision of this Agreement or Contractor is guilty of neglect or willful misconduct in performing any of the duties required by this Agreement. Termination of this Agreement shall not affect any ongoing obligations pursuant to this Agreement, including Contractor's obligation to remedy work performed by Contractor during the thirty (30) day warranty period.

9. Independent Contractor Status. The Contractor will perform work as an independent contractor of FIOA. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship. Contractor shall have no authority to act as agent for, or on behalf of the FIOA and FIOA shall not be liable for any cost or expense incurred by the Contractor without the consent of FIOA. Contractor will retain full and exclusive control over the manner in which Contractor performs the work. Contractor shall not be entitled to worker's compensation, retirement, insurance, overtime pay, sick leave, vacation leave, disability benefits or other benefits customarily afforded to employees. FIOA will not be responsible for federal, state and local taxes derived from the Contractor's net income or for the withholding and/or payment of any federal, state and local income and other payroll taxes, workers' compensation, disability benefits or other legal requirements applicable to the Contractor. The funds paid to the Contractor shall be reported annually to the IRS on IRS Form 1099. FIOA shall not withhold any payroll or income taxes from the funds paid to the Contractor.

10. Compliance with Laws. Contractor will: a) comply with all federal, state and local laws, ordinances, regulations and orders with respect to its performance of the work assignments; and b) pay all fees and federal, state and local taxes applicable to Contractor's business as the same shall become due. Contractor agrees to provide FIOA with such documents and other supporting materials as FIOA may reasonably request from time-to-time to evidence Contractor's continuing compliance with this section.

11. Worker's Compensation and General Liability Insurance Coverage. Before commencing any work assignment under this Agreement, and as a condition precedent to any payment by FIOA to Contractor under this Agreement, Contractor (and all of Contractor's subcontractors) shall purchase and maintain the insurance coverage set forth below. Proof of

this insurance shall be provided to FIOA before any work commences, and copies of the policy(ies) shall be available to FIOA upon request. To the extent Contractor subcontracts with any other entity or individual to perform all or part of the Contractor's work assignment(s), Contractor shall require its subcontractors to furnish evidence of equivalent insurance coverage in all respects, terms and conditions as set forth herein, prior to commencement of work by said subcontractor. Contractor and its subcontractor shall promptly execute any documents necessary to provide FIOA the authority to independently confirm the existence of the insurance required by this Agreement. In no event shall the failure to provide this proof prior to commencement of any work be deemed a waiver by FIOA of Contractor's or subcontractor's insurance obligations set forth herein. In the event that the insurance company(ies) issuing the policy(ies) required by this Agreement deny coverage to FIOA, Contractor, or any subcontractor, Contractor and its subcontractors will, upon demand of FIOA, defend and indemnify FIOA at the Contractor's expense. Contractor must maintain the required insurance with a carrier rated A- or better by A.M. Best.

The minimum coverage levels required are as follows:

Commercial General Liability Insurance:

\$ 1,000,000 Each Occurrence Limit (Bodily Injury and Property Damage) \$ 2,000,00 Aggregate per Project

\$ 2,000,000 Products & Completed Operations Aggregate

\$ 1,000,000 Personal and Advertising Injury Limit

Business or Commercial Automobile Liability Insurance:

\$ 1,000,000 combined single limit per accident

Workers' Compensation and Employers' Liability Insurance:

\$ 1,000,000 Each Accident

\$ 1,000,000 Each Employee for Injury by Disease

\$ 1,000,000 Aggregate for Injury by Disease

Excess or Umbrella Liability (to overlay Employers' Liability, Automobile Liability and Commercial

Liability coverages)

\$ 2,000,000 occurrence/aggregate

FIOA, along with its respective officers, agents and employees, shall be named as additional insureds for Ongoing Operations and Products/Completed Operations (using endorsements CG 2033 & CG 2037 or equivalent) on the Contractor's and any subcontractor's Commercial General Liability Policy, which must be primary and noncontributory with respect to the additional insureds. This coverage shall also provide that FIOA shall receive thirty (30) days' notice for cancellation or any change in coverage. This insurance shall remain in effect for the

period that begins with the commencement of any work assignments from FIOA and continues through the final conclusion of all work assignments performed under this Agreement. It is expressly understood by the parties to this Agreement that it is the intent of the Parties that any insurance obtained by FIOA is deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by the Contractor or any of its subcontractors, or anyone directly or indirectly employed by them, or by anyone for whose acts any of the aforementioned may be liable. To the fullest extent permitted by applicable law, a Waiver of Subrogation Clause shall be added to the General Liability, Automobile and Workers Compensation policies in favor of FIOA, and this clause shall apply to FIOA's officers, agents and employees, with respect to all work assignments during the policy term.

12. Uniforms/Signage. Contractor acknowledges and agrees that because Contractor will be performing cable installation within homes of the general public, it is necessary for the safety of the general public that Contractor and its employees properly identify themselves as providing cable installation services on behalf of FIOA to its customers. Contractor therefore agrees to purchase from FIOA and to wear on all FIOA work assignments clothing that adequately identifies Contractor and its employees to the general public as independent contractors providing cable installation services on behalf of FIOA. FIOA will make such clothing available for purchase by Contractor as needed. In addition, Contractor agrees to provide signage on all vehicles that Contractor or any of Contractor's agents or employees use to perform work assignments that readily identify Contractor as an independent contractor providing cable installation services for FIOA and its customers. All such signage is subject to approval by FIOA.

13. Indemnification. All work performed by Contractor pursuant to this Agreement, including travel to and from the work and preparing to perform the work, shall be at the sole risk of the Contractor. Contractor agrees to indemnify, defend and hold FIOA harmless from any damage, claim, loss, fee or other liability arising out of, directly or indirectly, Contractor's acceptance of any work assignment under this Agreement. FIOA shall be entitled to set-off and retain any payment due Contractor under this Agreement for any amounts due FIOA under this indemnification section.

14. FIOA's Clients, Customers and Accounts. FIOA retains all rights relative to its clients, customers and accounts. Contractor acknowledges that Contractor has no right to any of FIOA's sales, revenues, programs, territories, clients or customers other than the compensation specified in this Agreement. Contractor acknowledges and agrees that FIOA is entitled to invoice its clients and customers for the work performed by Contractor and that FIOA is entitled to receive all monies due from its clients and customers for all work performed by the Contractor. Contractor agrees not to place any mechanic's or materialman's liens on any customer's property for work performed or to invoice, receive, or otherwise seek to collect monies from FIOA's clients or customers for the work or to otherwise interfere with FIOA's relationship with its clients and customers.

15. Nondisclosure. During the course of Contractor's work for FIOA, Contractor may come into contact with a customer's confidential information. With respect to such information, Contractor agrees that Contractor will not divulge or reveal to any person, firm or corporation, any information obtained during the course of work for FIOA, either directly or indirectly, that might be used in any way to injure or interfere with FIOA's customers. This obligation to keep information obtained confidential shall continue beyond the Contractor's provision of services under this Agreement.

16. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action by either party against the other party arising from this Agreement shall be brought in the Circuit or District Courts of Sonoma County of California.

17. Waiver of Class Actions. Any claim by Contractor against FIOA must be brought in the Contractor's individual capacity, and not as a member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action against each other in any forum and further agree not to participate in any class action against the other instituted by another person or entity.

18. Notices. Any notices, demands, or other communications required or desired to be given by either party shall be in writing and made to the other party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, addressed as follows:

If to FIOA: Mike Gilchrist, President
422 Sundown Lane
Forsyth, MO 65653

If to Contractor: [Name] _____
[Street] _____
City, State & Zip _____

Any notice or demand personally delivered to a party shall be deemed as delivered at the time of such personal service. Any notice or demand given by mail shall be deemed delivered five (5) days after deposit thereof in the U. S. Mail addressed as set forth above. Either party may change its address for purposes of this paragraph by written notice in the manner provided above.

19. No Waiver of Rights. A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or

privilege.

20. Tax Identification Number. Contractor represents and warrants that the Social Security Number or Employer Identification Number for Contractor provided to FIOA are accurate.

21. Miscellaneous.

A. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings of any kind, whether written or oral, between the Parties.

B. This Agreement may be amended only by written agreement duly executed by each party.

C. This Agreement shall not be assigned by either party without the express consent of the other party. Any attempt to do so will be null and void and shall relieve the other party of all liability under this Agreement.

D. Should a court of competent jurisdiction determine that any provision of this Agreement is too broad to permit enforcement to its full extent, then it is the intent of the parties that any such provision shall be enforced to the maximum extent permitted under Kentucky law.

E. Should any provision of this Agreement be determined to be invalid or unenforceable, the remaining provisions of this Agreement shall continue to be given full force and effect.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have each executed this agreement as of the Effective Date.

Fiber Installers of America, LLC

By: _____

Its: _____

Date: _____

CONTRACTOR

By: _____

Its: _____

Date: _____