



Independent Contractor Agreement

This Agreement is entered into as of the ____ day of _____ 20xx between _____ or ("the Company") located at _____ and Commonwealth of Virginia Consulting, LLC ("CVC") or ("the Consultant") located at 7348 Round Ridge Place, Chesterfield, VA 23832.

- 1) Independent Consultant: Subject to the terms and conditions of this Agreement, the Company hereby engages the Consultant as an independent consultant to perform the services set forth herein, and the Consultant hereby accepts such engagement.
- 2) Duties, Term, and Compensation: The Consultant's duties, term of engagement, compensation, and provisions for payment thereof shall be as outlined in Exhibit A, which may be amended in writing from time to time or supplemented with subsequent estimates for services to be rendered by the Consultant and agreed to by the Company and which collectively are hereby incorporated by reference.
- 3) Expenses: During the term of this Agreement, the Consultant shall bill, and the Company shall reimburse him/her for all reasonable and approved out-of-pocket expenses incurred in connection with the performance of the duties hereunder.
- 4) Written Reports: The Company may request that the consultant periodically provide project plans, progress reports, and a results report.
- 5) Inventions: Any inventions, discoveries, developments, and innovations conceived by the Consultant during this engagement relative to the duties under this Agreement shall be the exclusive property of the Company, and the Consultant hereby assigns all rights, title, and interest in the same to the Company.
- 6) Confidentiality: The Consultant acknowledges that during the engagement, he/she will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records, and specifications owned or licensed 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 Consultant agrees that he/she will not disclose any of the aforesaid, 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 during 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 Consultant or otherwise coming into his/her possession, shall remain the exclusive property of the Company. The Consultant shall not retain 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 Consultant shall immediately deliver to the Company all such files, records, documents, specifications, information, and other items in his/her possession or under his/her control.

Conflicts of Interest; Non-hire Provision: The Consultant is expressly free to perform services for other parties while performing services for the Company. For a period of one year following any termination, the Consultant shall not, directly or indirectly, hire, solicit, or encourage leaving the Company's employment, any employee or consultant of the Company or hiring any such employee or consultant who has left the Company's employment or contractual engagement within one year of such employment or engagement.

- 7) Indemnification: The Company and the Consultant shall not hold the other party responsible or liable for any injuries to either party or their employees unless caused by the gross negligence of one of the parties. In a dispute, the prevailing party shall be entitled to collect attorney's fees and related legal expenses equal to thirty-three percent (33%) of the judgment value, plus nine percent (9%) late payment interest fees.



Independent Contractor Agreement

- 11) Independent Consultant: This Agreement shall not render the Consultant an employee, partner, agent of, or joint venture with the Company. The Consultant is and will remain an independent consultant in his/her relationship with the Company. The Company shall not be responsible for withholding taxes concerning the Consultant's compensation. The Consultant shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, or worker's compensation.
- 12) Insurance: The Consultant will carry liability insurance for any service he/she performs for the Company.
- 13) Successors and Assigns: 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.
- 14) Choice of Law: The laws of the Commonwealth of Virginia shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties hereto.
- 15) Arbitration: Any controversies arising from the terms of this Agreement or its interpretation shall be settled in Virginia following the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.
- 16) Headings: Section headings are not to be considered part of this Agreement and are not intended to be a full and accurate description of its contents.
- 17) Waiver: Waiver by one party hereto or breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
- 18) Assignment: The Consultant shall not assign any of his/her rights under this Agreement or delegate the performance of any of his/her duties hereunder without the Company's prior written consent.
- 19) Force Majeure: Neither party shall be liable for any delays or failures in performance due to circumstances reasonably beyond its control.
- 20) Notices: Any notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and validly given or made to another party if personally served or deposited in the United States mail. If such notice or demand is served personally, notice shall be deemed constructively made during 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



Commonwealth of Virginia Consulting, LLC (CVC)

Independent Contractor Agreement

United States mail addressed to the party to whom such notice, demand, or other communication is to be given as follows:

If to the Consultant: CVC, LLC
7348 Round Ridge Place
Chesterfield, VA 23832-7882

If to the Company: _____

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

- 21) Modification or Amendment: No amendment, change, or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
22) Entire Understanding: This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
23) 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.

COMPANY NAME

CVC, LLC

by: _____

by: _____

Fred Norman, CEO

Name, Title & Date

Date: _____