

Smartech and Associates, L.P.

INDEPENDENT CONTRACTOR AGREEMENT

INDEPENDENT CONTRACTOR

Company Name(if applies): _____ Name: _____
Mailing Address: _____ Shipping Address: _____
City, State, Zip: _____ City, State, and Zip: _____
Telephone: _____ Cell Phone number and provider: _____
Fax Number: _____ Pager Number: _____
Email: _____ Website: _____

This agreement is entered into between SMARTECH and Associates, LP, a Texas corporation, having a principal place of business at 3801 S Capital of TX Hwy, Suite 240, (referred to as "SMARTECH") and the above independent CONTRACTOR (referred to as "CONTRACTOR").

1. **TERM OF AGREEMENT**

This agreement will begin on the effective date stated below and can be terminated by either party without cause with thirty (30) days written notice.

2. **DEFAULT OR BREACH**

Each of the following shall constitute a material default or breach of this Agreement by CONTRACTOR:

1. If CONTRACTOR shall file a petition for bankruptcy or insolvency or for reorganization under any bankruptcy act; or shall voluntarily take advantage of any proceedings for the relief of debtors of benefit of creditors, or shall make assignment for the benefit of creditors, or shall be the subject of and involuntary petition under any bankruptcy act or insolvency act or any proceeding for the relief of debtors or benefit of creditors; or if a receiver or trustee shall be appointed of the assets and property of CONTRACTOR; or if CONTRACTOR becomes insolvent or is unable to pay its debts as they fall due.
2. If CONTRACTOR fails to fully comply with and fully perform in accordance with the provisions of this Agreement, and such failure continues for a period of seven (7) days follow written notice to CONTRACTOR of the acts or omissions constituting such failure.

3. **INDEMNIFICATION**

Each party agrees to and hereby does indemnify and hold the other harmless from and against any and all costs, expenses, damages, fees, penalties, interest actions, causes of actions, claims, demands, judgments, executions and liens, including attorney's fees, arising from or in any way connected with a default under a breach of this Agreement.

4. **DESCRIPTION OF SERVICES**

CONTRACTOR will perform the services described in Exhibit A to this Agreement.

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5. **CONTRACTOR EXPERIENCE**

CONTRACTOR is expected to have prior experience in the use/repair of computers.

6. **TOOLS AND INSTRUMENTS**

CONTRACTOR is expected to provide his/her own tools, including those listed on Exhibit B to this Agreement.

7. **TRANSPORTATION AND INSURANCE**

CONTRACTOR is required to supply his/her own transportation, automobile insurance, gas and other related expenses in order to provide the service under this Agreement. In connection with services to be provided hereunder, CONTRACTOR shall purchase and maintain adequate worker's compensation insurance coverage and comprehensive liability insurance naming SMARTECH as an additional insured. Liability limits under the insurance shall be specified by SMARTECH but in no case shall be less than One Million Dollars (\$1,000,000.00). CONTRACTOR shall notify SMARTECH no less than ten (10) days prior to the cancellation of any such insurance coverage. CONTRACTOR shall provide SMARTECH a certificate of insurance evidencing each such policy at or prior to, the commencement of the term hereof and thereafter thirty (30) days prior to the expiration of each such policy.

8. **ASSIGNED SERVICE CALLS**

At various times, SMARTECH will contact you to assign a service call. If you indicate that he/she is available to accept the service call, he/she will be given the applicable information and will be responsible for traveling to the customer's location to perform the applicable services. The service call may also include obtaining parts and the return of parts to the sender. CONTRACTOR will perform the services within sixty minutes unless otherwise authorized by the Director of Operations. CONTRACTOR will determine the methods, details and means of performing such services in order to repair the equipment. If CONTRACTOR is asked to return to the same customer location after the initial service call, such additional calls will be treated as separate service calls. In order to remain qualified under this Agreement, it is expected that CONTRACTOR will accept at least one service call in any month.

9. **COMPENSATION AND PAYMENT**

SMARTECH agrees to pay CONTRACTOR for service calls at the applicable rates listed in Exhibit A to this Agreement, provided that CONTRACTOR has properly performed such service calls according to the service call procedure stated on Exhibit A.

10. **INDEPENDENT CONTRACTOR STATUS**

CONTRACTOR agrees that he/she will be an independent CONTRACTOR with the freedom of accepting or rejecting assignments under this Agreement and determining the specific manner in which the services are provided under this Agreement. CONTRACTOR is free to work as an employee or contractor for third parties at the same time as he/she is providing services under this Agreement. CONTRACTOR will at no time be considered an employee of SMARTECH and is not entitled to any employee benefits and is not covered by any insurance, including health insurance or worker's compensation insurance. CONTRACTOR shall be responsible for the payment of all federal, state and local taxes or contributions imposed or required in connection with the services to be provided hereunder, including any such payment due under unemployment insurance, social security, income tax laws and sales or service tax laws. CONTRACTOR shall provide SMARTECH with all state reseller certificates, federal taxpayer identification and all other local, state and federal identification numbers that may be requested by SMARTECH. CONTRACTOR will have no authority to make promises, agreements or otherwise make commitments on SMARTECH's behalf. CONTRACTOR agrees that during the term of this Agreement and for a period of one (1) year thereafter, he/she will not perform similar services to any of those individual customers to which CONTRACTOR was assigned service calls under this Agreement.

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11. **CONFIDENTIALITY OBLIGATIONS**

CONTRACTOR acknowledges that he/she may have access to confidential information about SMARTECH, its vendors and/or its customers. CONTRACTOR agrees not to use that information for personal use or to disclose such information to any other person or company. During the term hereof and at all times thereafter, neither CONTRACTOR nor SMARTECH shall disclose to any third parties, any trade secrets or other confidential or proprietary information of the other without the other's expressed written consent. Each party shall take all necessary steps to protect the rights of the other in and to such information including, but not limited to: obtaining non-disclosure statements from its agents, employees, customers and anyone else act on its behalf.

12. **APPLICABLE LAWS AND RULES**

CONTRACTOR agrees to comply with all applicable federal, state and local laws and regulations. In addition, CONTRACTOR agrees to comply with SMARTECH's rules regarding proper behavior and appearance described in Exhibit A.

14. **CHOICE OF LAW/BINDING EFFECT**

This Agreement shall be binding on and inure to the benefit of the parties and their successors and assigns. This Agreement and the performance hereunder, shall be construed in accordance with the laws of the State of Texas.

15. **SEVERABILITY**

In the event any provision of the Agreement is judged to be invalid by a court of competent jurisdiction, such judgment shall not be deemed to affect the validity of any other provision and the remaining provisions shall remain in full force and effect.

16. **ENTIRE AGREEMENT**

This is the entire agreement between the parties. CONTRACTOR acknowledges that SMARTECH has made no representations to CONTRACTOR except as set forth in this Agreement. The terms of this Agreement cannot be waived, modified, assigned, amended or supplemented except in writing signed by authorized representatives of SMARTECH and by CONTRACTOR.

This Agreement is effective as of the _____ day of _____, 20_____.

CONTRACTOR

Signature: _____

Name: _____

Title: _____

SMARTECH and Associates Inc., L.P.

Signature: _____

Name: _____

Title: _____

Smartech and Associates, L.P.

EXHIBIT A TO SMARTECH INDEPENDENT CONTRACTOR AGREEMENT

CONTRACTOR, whose name appears below, acknowledges and agrees as follows:

SERVICE CALL PROCEDURE:

To receive appropriate payment, the technician agrees to follow these following procedures:

- A. Make arrangements with the customer to notify you, the CONTRACTOR, upon arrival of parts shipped to the customer and update Smartech website as defined on the customer service order.
- B. Set up Estimated Time of Arrival (ETA) with customer upon arrival of parts and update Smartech website as defined on the customer service order.
- C. Complete service on a SMARTECH Authorized Service Call with the estimated time of repair being sixty minutes. SMARTECH must authorize CONTRACTOR to go beyond a sixty-minute repair.
- D. Immediately upon completion of the SMARTECH Authorized Service Call, complete the pre-paid return air bill provided for returnable parts and send. Update website with closing information according to customer service order.
- E. SMARTECH will record the date of receipt for the **Closing Information**. Payment will be **Net 30** days from the date of receipt. Prior to payment, SMARTECH will verify with the carrier that the return parts are in transit or delivered to the proper destination. SMARTECH is assessed a charge by our vendors for parts not received. SMARTECH will deduct these charges from the technician's pay.

COMPENSATION RATE:

To be negotiated

CONTRACTOR

Signature: _____

Business Name: _____

Name: _____

Date: _____

SS# or Tax ID#: _____

SMARTECH and Associates Inc., L.P.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B

Smartech and Associates, L.P.

TO SMARTECH INDEPENDENT CONTRACTOR AGREEMENT

This schedule defines the geographical service area and the available working days and hours the CONTRACTOR is willing and capable of providing services and wherein SMARTECH may utilize CONTRACTOR'S services.

Description of Service Area in general terms:

States: _____

Cities and Towns: _____

Travel Radius from Address: _____

Zip Codes: _____

Equipment Qualifications: (Please be specific laptops, desktops, or printers) _____

Available Schedule

Days of the week: _____

Times: _____

MINIMUM TOOLS REQUIRED:

Based upon Smartech's experience, the following are required tools to be supplied by CONTRACTOR:

- Static Strap with mat
- Phillips Screwdriver-large and small
- Flatblade Screwdriver-small
- Compaq Torque bits-T7, T9 and T10
- Needle Nose Pliers

CONTRACTOR

Signature: _____

Name: _____

Date: _____

SMARTECH and Associates Inc., L.P.

Signature: _____

Name: _____

Title: _____

Date: _____