

INDEPENDENT CONTRACTOR AGREEMENT

with

Sky High Media Services, LLC and **YOUR COMPANY NAME**

THIS INDEPENDENT CONTRACTOR AGREEMENT dated October 6, 2022 is made between **YOUR COMPANY NAME**, and Sky High Media Services, LLC, for the purpose of setting forth the exclusive terms and conditions by which **YOUR COMPANY NAME** desires to acquire Freelancer's services.

In consideration of the mutual obligations specified in this Agreement, the parties, intending to be legally bound hereby, agree to the following:

1. Services. **YOUR COMPANY NAME** retains Freelancer, and Freelancer agrees to perform for **YOUR COMPANY NAME**, certain services set forth in Exhibit A to this Agreement (the "Services").

2. Consideration / Compensation:

(a) In exchange for the full, prompt, and satisfactory performance of all Services to be rendered to **YOUR COMPANY NAME** (as determined by **YOUR COMPANY NAME**), **YOUR COMPANY NAME** shall pay upfront bi-weekly updates, before work begins.

(b) Freelancer is not entitled to receive any other compensation or any benefits from **YOUR COMPANY NAME**. Except as otherwise required by law, **YOUR COMPANY NAME** shall not withhold any sums or payments made to Freelancer for social security or other federal, state, or local tax liabilities or contributions, and all withholdings, liabilities, and contributions shall be solely Freelancer's responsibility. Freelancer further understands and agrees that the Services are not covered under the unemployment compensation laws and are not intended to be covered by workers' compensation laws. For on-going work a 1099 will be requested.

3. Nondisclosure:

(a) Freelancer understands that, in connection with its engagement with **YOUR COMPANY NAME**, it may receive, produce, or otherwise be exposed to **YOUR COMPANY NAME**'s trade secrets, business, proprietary and/or technical information, including, without limitation, information concerning customer lists, customer support strategies, employees, research and development, financial information (including sales, costs, profits, and pricing methods), manufacturing, marketing, proprietary software, hardware, firmware, and related documentation, inventions (whether patentable or not), know-how, show-how, and other information considered to be confidential by **YOUR COMPANY NAME**, and all derivatives, improvements and enhancements to any of the above (including those derivatives, improvements and enhancements that were created or developed by Freelancer under this Agreement), in addition to all information **YOUR COMPANY NAME** receives from others under an obligation of confidentiality (individually and collectively "Confidential Information").

(b) Freelancer acknowledges that the Confidential Information is **YOUR COMPANY NAME**'s sole, exclusive and extremely valuable property. Accordingly, Freelancer agrees to segregate all Confidential Information from information of other companies and agrees not to reproduce any Confidential Information without **YOUR COMPANY NAME**'s prior written consent, not to use the Confidential Information except in the performance of this Agreement, and not to divulge all or any part of the Confidential Information in any form to any third party, either during or after the term of this Agreement, except to **YOUR COMPANY NAME** employees and Freelancer Employees who need to know such Confidential Information in order to perform the Services. The freelancer shall require such Freelancer Employees to execute a non-disclosure agreement satisfactory to **YOUR COMPANY NAME** before such Freelancer Employee is exposed to any Confidential Information. Upon termination or expiration of this Agreement for any reason, Freelancer agrees to cease using and to return to **YOUR COMPANY NAME** all whole and partial copies and derivatives of the Confidential Information, whether in Freelancer's possession or under Freelancer's direct or indirect control, including any computer access nodes and/or codes and to arrange for the return of such materials by all Freelancer Employees.

(c) Freelancer shall not disclose or otherwise make available to **YOUR COMPANY NAME** in any manner any confidential and proprietary information received by Freelancer from third parties. Freelancer warrants that its performance of all the terms of this Agreement does not and will not breach any agreement entered into by Freelancer with any other party.

- 2 -

4. Indemnification / Release:

(a) Freelancer agrees to take all necessary precautions to prevent injury to any persons or damage to property during the term of this Agreement, and shall indemnify, defend and hold harmless **YOUR COMPANY NAME**, its officers, directors, shareholders, employees, representatives, and/or agents from any claim, liability, loss, cost, damage, judgment, settlement or expense (including attorney's fees) resulting from or arising in any way out of injury (including death) to any person or damage to property arising in any way out of any act, error, omission or negligence on the part of Freelancer or any Freelancer Employee in the performance or failure to fulfill any Services or obligations under this Agreement.

6. Termination:

This Agreement shall be effective on the date hereof and shall continue until terminated by either party. If the client desires to terminate the contract before the next billing cycle, the freelancer will still complete all work paid for the month as long as the client is up to date on payments. If the client fails to pay for the full month of services, the freelancer may discontinue services before the end of the month for lack of complete payment.

7. Independent Contractor:

(a) **YOUR COMPANY NAME** and Freelancer expressly agree and understand that Freelancer is an independent contractor and nothing in this Agreement shall be

construed in any way or manner, to create between them a relationship of employer and employee, principal and agent, partners, or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement. Accordingly, Freelancer acknowledges that Freelancer and Freelancer's Employees are not eligible for any **YOUR COMPANY NAME** benefits, including, but not limited to, health insurance, retirement plans or stock option plans. Freelancer is not the agent of **YOUR COMPANY NAME** and is not authorized and shall not have the power or authority to bind **YOUR COMPANY NAME** or incur any liability or obligation or act on behalf of **YOUR COMPANY NAME**. At no time shall Freelancer represent that it is an agent of **YOUR COMPANY NAME**, or that any of the views, advice, statements, and/or information that may be provided while performing the Services are those of **YOUR COMPANY NAME**.

- 3 -

(b) Freelancer is solely responsible for directing and controlling the performance of the Services, including the time, place, and manner in which the Services are performed. Freelancer shall use its best efforts, energy, and skill in its own name and in such manner as it sees fit.

8. General:

(a) This Agreement does not create an obligation on **YOUR COMPANY NAME** to continue to retain Freelancer beyond this Agreement's termination. This Agreement may not be changed unless mutually agreed upon in writing by both parties.

(b) Freelancer hereby agrees that any breach of Section 3 by Freelancer will cause irreparable harm to **YOUR COMPANY NAME** and that in the event of such breach or threatened breach, **YOUR COMPANY NAME** shall have, in addition to any and all remedies of law and those remedies stated in this Agreement, the right to an injunction, specific performance or other equitable relief to prevent the violation of Freelancer's obligations hereunder.

(c) Freelancer hereby agrees that each provision herein shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses herein.

(d) This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated herein. The language of all parts of this Agreement will in all cases be construed as a whole in accordance with its fair meaning and not for or against either party.

(e) All notices provided for in this Agreement shall be given in writing and shall be effective when either served by hand delivery, electronic facsimile transmission, express overnight courier service, or by registered or certified mail, return receipt requested, addressed to the parties at their respective addresses as set forth at the beginning of this Agreement, or to such other address or addresses as either party may later specify by written notice to the other.

EXHIBIT A

INDEPENDENT CONSULTANT AGREEMENT SCOPE OF SERVICES

YOUR COMPANY NAME hereby retains Freelancer, and Freelancer hereby agrees to perform for **YOUR COMPANY NAME**, certain services, including, but not limited to the following:

[WEBSITE MAINTENANCE PACKAGE]

Includes: Details of the above package. **Subject to \$45/hr after cap.**

IN WITNESS WHEREOF, the parties hereto have executed this Independent Contractor Agreement.

FREELANCER:

Name: _____Heather Jones_____

Company: _____Sky High Media Services, LLC_____

Date:_____October 6, 2022_____

Signature: _____

CLIENT:

Name: _____

Company:_____YOUR COMPANY NAME_____

Date: _____

Signature: _____