



INDEPENDENT CONTRACTOR AGREEMENT

The Rescue Geeks Inc., hereto referred to as CONTRACTING PARTY, and

_____ located at _____,
(Name) (Address)

_____, _____, _____ holding the SSN/SIN _____,
(City) (State) (Zip/Postal)

with a date of birth of _____, home phone _____

Cell Phone _____ hereto referred to as CONTRACTOR, agree as follows:

This agreement shall begin on _____, 2011 and shall be perpetual unless earlier terminated by either party.

CONTRACTOR shall perform the following services for CONTRACTING PARTY:

1 - Scope:

Provide on call independent technical I.T. sales, installation and support services to clients of the CONTRACTING PARTY, within a ___ mile radius of postal/zip code _____ on a case by case

2 - Compensation:

The CONTRACTING PARTY shall pay to the CONTRACTOR for his services sums in the aggregate amounting to a commission or flat rate depending on project, during the period of his contract hereunder. Such aggregate sums shall be paid upon satisfactory completion of any project and from the proceeds received from the client for whom services are rendered based upon the following rate of remuneration:

See Attachment A for compensation schedule, subject to monthly changes as dictated by market forces and regional, local demographic market factors

3 - Acknowledgements:

- CONTRACTOR is Independently owned and operated business or sole proprietorship
- CONTRACTOR is an Independent CONTRACTOR
- CONTRACTOR is responsible for rental of his/her own workspace
- CONTRACTOR is responsible for his/her own taxes (in all forms)
- CONTRACTOR is responsible for his/her own insurance
- CONTRACTOR is responsible for his/her own uniform(s)
- CONTRACTOR is responsible for his/her own tools (see attached list)
- CONTRACTOR is responsible to accept and or refuse any and all assignments available in his/her service area
- CONTRACTOR is responsible for his/her own transportation
- CONTRACTOR can use other independent SUB CONTRACTORS and or his/her own employees to perform any and all projects assigned, but said SUB CONTRACTORS and or employees must meet the same minimum certification, education, work history, background check and insurance requirements noted by the CONTRACTING PARTY and as may be modified form time to time



- CONTRACTOR usually works independently within a defined framework.
- CONTRACTOR does not have anyone overseeing them.
- CONTRACTOR is free to work when and for whom he or she chooses and may provide his or her services to different payers at the same time.
- CONTRACTOR will invoice the Contracting Party weekly, according to CONTRACTING PARTY accounting policies.
- CONTRACTOR will only be paid for assigned projects documented with a breakdown by client, by date, by time, with signed work orders by and between the CONTRACTOR and the CONTRACTING PARTY's client(s)
- The CONTRACTING PARTY will pay the CONTRACTOR on a net 15 basis from date of invoice, to be submitted weekly.
- The CONTRACTOR's payment will be mailed directly to his/her residence.
- The CONTRACTOR is responsible for all material and equipment needed for any and all projects.

THIS IS AN AGREEMENT FOR CONTRACTING SERVICES. THE CONTRACTING PARTY PROVIDES NO BENEFITS SUCH AS UNEMPLOYMENT INSURANCE, HEALTH INSURANCE OR WORKER'S COMPENSATION INSURANCE TO CONTRACTOR.

CONTRACTING PARTY IS ONLY INTERESTED IN THE RESULTS OBTAINED BY THE CONTRACTOR. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL TOOLS AND MATERIALS REQUIRED FOR PERFORMANCE OF THE AGREED UPON PROJECTS.

CONTRACTOR IS RESPONSIBLE FOR PAYMENT OF ALL FEDERAL, STATE AND LOCAL INCOME TAXES.

4 - Indemnification and Hold Harmless Provision:

The CONTRACTOR agrees hereby to indemnify and hold harmless the CONTACTING PARTY from any and all claims by the CONTRACTOR, which may arise out of and in the course of the performance of his duties hereunder. Any and all claims for unemployment benefits and or claims for workers' compensation benefits are hereby expressly waived by the CONTRACTOR who agrees to maintain separate policies of liability, health, and accident insurance as may be necessary or required by the CONTACTING PARTY in connection with the performance of its duties herein.

5 - Relationship between Parties:

The CONTRACTOR is hired by the Corporation only for the purposes and to the extent set forth in this Agreement, and his relation to the Contracting Party shall, during the period or periods of his hire and services hereunder, be that of a CONTRACTOR. The CONTRACTOR shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements, or distributions by the CONTACTING PARTY pertaining to or in connection with any insurance, pension, stock, bonus, profit-sharing, or similar benefits for their regular employees.

6 - Professional Responsibility

Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by the CONTRACTOR in accordance with his independent and professional judgment. The CONTRACTOR shall perform his services in a good and workmanlike manner and in accordance with generally accepted practices.



7 - Liability Insurance and Bonding:

It is understood that the CONTRACTOR is responsible of carrying his/her own liability insurance and performance bond in an amount as required by the CONTACTING PARTY as noted in attachment A, during the duration of this agreement. It is also understood that CONTACTING PARTY are held harmless to any monetary damage that might ensue by the CONTRACTOR during this agreement.

8 - Expenses:

CONTRACTOR shall bear all expenses incurred in the performance of this Agreement.

9 - Own transportation:

It is understood that the CONTRACTOR holds an active driver's license and valid car insurance in case of an accident or any traffic violation. It is also agreed that the CONTRACTOR is providing his/her transportation used in the assignment. It is also understood that the CONTACTING PARTY is held harmless of any damages in case of an accident or any traffic violation.

10 - Income Tax Filing:

It is understood that the CONTRACTOR is responsible to file own income tax after receipt of Form 1099 or T4A from CONTACTING PARTY each year and that the CONTACTING PARTY has no obligation to file under the CONTRACTOR's status agreement.

11- Return of Property:

Upon termination of services, CONTRACTOR will promptly return to the Contracting Party all drawings, documents and other tangible manifestations of Confidential Information (and all copies and reproductions thereof). In addition, CONTRACTOR will return any other property belonging to the CONTACTING PARTY including without limitation: computers, office supplies, money and documents, CONTRACTOR agrees that any final settlement of any outstanding invoices from the CONTRACTOR will may be held by the CONTACTING PARTY until any and all said property is returned.

12 - Termination:

CONTACTING PARTY may terminate this contract on 30 days notice to CONTRACTOR for unsatisfactory performance.

CONTRACTOR may terminate this contract on 30 days notice to CONTACTING PARTY.



13 - Confidentiality:

CONTRACTOR acknowledges and agrees that as a condition of his CONTRACTOR hereunder, he/she agrees as follows:

(a) Confidential Information:

For purposes of this Agreement, the term "Confidential Information" shall mean the following information and materials which the CONTRACTING PARTY makes available to CONTRACTOR to inspect and evaluate in connection with his CONTRACTOR: all information and materials concerning or relating to the manner in which the CONTRACTING PARTY operates its business and the results of its business operations, including but not limited to, internal business procedures, marketing and sales practices, client identities, investor identities, referral sources, financial information and CONTRACTOR data, financial and contractual arrangements with its customers and associates, and any other information which is a "trade secret" within the meaning of the Uniform Trade Secrets Act, and the physical embodiments or expressions of such information in any tangible form, including any written or machine readable expressions of such information.

(b) Exclusions:

For purposes of this Agreement, Confidential information shall not include any information: (i) that is or becomes generally known to the public through no act or failure to act by CONTRACTOR; (ii) that is obtained without restriction from an independent source having a bona fide right to use and disclose such information without restriction as to further use or disclosure; (iii) that the CONTRACTING PARTY approves for unrestricted release by written authorization; or (iv) that is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order.

(c) Discontinuance of Access:

CONTRACTOR acknowledges and agrees that this Agreement does not impose any obligation on the CONTRACTING PARTY to give access to CONTRACTOR to any or all of the CONTRACTING PARTY's Confidential Information and that the CONTRACTING PARTY's refusal to give such access at any time hereafter shall not terminate or modify the covenants and obligations imposed on CONTRACTOR under this Agreement with respect to the Confidential Information to which CONTRACTOR has been given access.

(d) Confidentiality and Non-Use:

CONTRACTOR hereby agrees that he shall not disclose, disseminate or transfer the Confidential Information to any person or entity except as expressly permitted hereunder. CONTRACTOR further covenants and agrees to use the Confidential Information solely and exclusively in connection with his CONTRACTOR hereunder and not to use the Confidential Information for the benefit of any other person or entity.

(e) Copies of Confidential Information.

CONTRACTOR shall not make any copies or reproductions of the Confidential Information, except with the express prior written consent of the CONTRACTING PARTY. All copies or reproductions of Confidential Information shall remain the sole property of the CONTRACTING PARTY and shall be subject to the restrictions on use, disclosure and transfer described above. Upon request by the CONTRACTING PARTY, CONTRACTOR shall immediately return all copies or reproductions of the Confidential Information to the CONTRACTING PARTY and shall not retain any copies or reproductions thereof in its possession.



(f) Ownership of Information:

CONTRACTOR acknowledges and agrees that all right, title and interest in any Confidential Information, including any work done by CONTRACTOR in connection with such Confidential Information, shall be and remain the exclusive property of the CONTRACTING PARTY.

(g) Breach:

CONTRACTOR acknowledges and agrees that any breach by him of any of the covenants and obligations under this Agreement will result in irreparable injury to the CONTRACTING PARTY for which monetary damages cannot adequately compensate the CONTRACTING PARTY. In the event of any such breach, the CONTRACTING PARTY shall be entitled, in addition to any other rights or remedies that it may have at law or in equity, to temporary and permanent injunctive relief issued by any court of competent jurisdiction enjoining and restraining CONTRACTOR or his agents from continuing such breach and payment of all costs associated with any litigation, including its attorney's fees.

(h) Term of Covenant.

The restrictions and obligations imposed on CONTRACTOR by this Section 13 shall remain in full force and effect until the execution by both parties hereto of a writing terminating the covenant contained in this Section 13.

14 - Ideas and Inventions:

(a) All right, title and interest in any existing Confidential Information shall be and shall remain the sole and exclusive property of the CONTRACTING PARTY and all Confidential Information hereafter conceived or developed by CONTRACTOR alone or with others which results from or relates to the services CONTRACTOR hereafter provides to the CONTRACTING PARTY, or which CONTRACTOR may receive from the CONTRACTING PARTY while performing services for the CONTRACTING PARTY, shall be the sole and exclusive property of the CONTRACTING PARTY. CONTRACTOR hereby grants, conveys and assigns all rights, titles and interests, if any, that it may have in and to the Confidential Information to the CONTRACTING PARTY. The CONTRACTING PARTY shall have the sole right to determine the use and treatment of the Confidential Information, including the right to retain such information as trade secrets or to use and disclose such information or to file patent applications thereon or registrations for copyright thereon in the name of the CONTRACTING PARTY or any other person or entity's name. CONTRACTOR agrees to disclose promptly in writing to the CONTRACTING PARTY all such Confidential Information and to execute such other instruments and to take such other actions (both during and after the period CONTRACTOR provides services to the CONTRACTING PARTY) as are reasonably required by the CONTRACTING PARTY to perfect and secure the rights conferred on the CONTRACTING PARTY pursuant to this Section 2.

(b) If any of the Confidential Information is protectable by copyright and is deemed in any manner to fall within the definition of "work made for hire", such work shall be considered a "work made for hire", the copyright of which shall be owned solely and exclusively by the CONTRACTING PARTY. If any of the Confidential Information is protectable by copyright and is not considered to be included in the categories of works covered by the "work made for hire" definition, all of CONTRACTOR's rights, titles and interests in such Confidential Information shall be deemed to be assigned to and transferred completely and exclusively to the CONTRACTING PARTY by virtue of the execution of this Agreement.



15 - Enforcement:

CONTRACTOR acknowledges that the covenants contained in Sections 1, and 2 above are essential to the protection of the CONTRACTING PARTY's legitimate and vital business interests and goodwill and that CONTRACTOR's breach thereof will cause the CONTRACTING PARTY serious and irreparable injury and damage for which there is no adequate remedy at law. In the event of an actual or threatened breach of the provisions of Sections 1 and 2 above, the CONTRACTING PARTY shall be entitled, in addition to and not in limitation of any other rights, remedies or damages available to the CONTRACTING PARTY at law or in equity, to a temporary restraining order, preliminary injunction and permanent injunction, in order to prevent or restrain any such breach by CONTRACTOR, or by any or all of CONTRACTOR's partners, co-ventures, employers, CONTRACTOR's, servants, agents, representatives and any and all persons directly or indirectly acting for, or on behalf or with CONTRACTOR.

16 - Reasonableness of Restrictions:

CONTRACTOR has carefully read and considered the provisions of Sections 1, 2 and 3 hereof and, having done so, agrees that such restrictions are fair and reasonable and are reasonably required for the protection of the interest of the CONTRACTING PARTY and its business.

17 - Cumulative Rights:

The Parties' rights under this Agreement are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.

18 - Waiver:

The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

19 - Severability:

If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

20 - Entire Agreement:

This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both the CONTRACTING PARTY and CONTRACTOR.



21 - Notices:

Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

CONTRACTING PARTY:

USA Operations

Rescue Geeks Inc
8381 Old Courthouse Road, Suite 300
Vienna, VA 22182
(703) 963-0786

Canadian Operations

Rescue Geeks Inc
2985 Drew Road, Suite 216
Mississauga, Ontario, L4T 0A4
(416) 628-8301

CONTRACTOR:

Either party may change such addresses from time to time by providing notice as set forth above.

22 - Governing Laws:

USA CONTRACTORS

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

Canadian CONTRACTORS

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first written above.

Contractor - Full Name: Dated: _____

Rescue Geeks Inc. Dated: _____

Witness Dated: _____



INDEPENDENT CONTRACTOR CERTIFICATION

1. I _____, am free from direction and control over the means and manner of providing the services, subject only to the right of the person for whom the services are provided to specify the desired results;
2. I am responsible for obtaining other licenses or certificates necessary to provide the services.
3. I am customarily engaged in an independently established business because _____ of the following requirements are satisfied:
 - A. I maintain a business location:
 - I. That is separate from the business or work location of the person for whom the services are provided; or
 - II. That is in a portion of my residence, and that portion is used primarily for business.
 - B. I bear the risk of loss related to the business or the provision of services as shown by factors such as:
 - I. Entering into a fixed-price contract;
 - II. Being required to correct defective work;
 - III. Warranting the services provided; or
 - IV. Negotiating indemnification agreements, or purchasing indemnification liability insurance, performance bonds or errors and omissions insurance.
 - C. I provide contracted services for two or more different persons within a 12-month period, or routinely engage in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
 - D. I make a significant investment in the business, through means such as:
 - I. Purchasing tools or equipment necessary to provide the services;
 - II. Paying for the premises or facilities where the services are provided; or
 - III. Paying for licenses, certificates or specialized training required to provide the services.
 - E. I have the authority to hire other persons to provide or to assist in providing the services and have the authority to fire those persons.

Contractor Signature _____ Date _____
Name: _____



ATTACHMENT A

Spring 2011 Compensation Schedule

(Subject to change without prior notice, with email notice posted on the RescueGeeks.com Tech Support Portal and emailed to each Rescue Geek Technician via our intranet email system)

65-80% fee for services listed on our a “la cart menu of services” found at:
<http://therescuegeeks.com/TheRescueGeeks/>

POS SYSTEM INSTALL COMPENSATION RATES

You are compensated a flat rate for each POS setup based on the system being installed as follows:

- LCD non touchscreen POS System \$100
- All in One Touchscreen POS system \$125
- Touchscreen 3M/ELO POS system \$150

Additional components are compensated at:

- Pole display \$15
- Second LCD for customer side \$15
- Weight Scale \$25
- Magnetic credit card reader \$15
- Remote Printer \$75

CCTV SYSTEMS INSTALL COMPENSATION

\$100 base for DVR and \$25 per camera

- 4 Camera DVR System \$200
- 8 Camera DVR System \$300
- 9 Camera DVR System \$325
- 10 Camera DVR System \$350
- 12 Camera DVR System \$400
- 16 Camera DVR System \$500



PHONE SYSTEM INSTALL COMPENSATION

\$100 base for PBX and \$25 per extension

- **3 Phone Line 8 Extension System with six phones \$250**
- **6 Phone Line 16 Extension System with ten phones \$350**
- **9 Phone Line 24 Extension System with twenty phones \$600**
- **12 Phone Line 32 Extension System with twenty five phones \$675**

ALARM SYSTEM INSTALL COMPENSATION (wireless)

\$75 for base controller and \$5 per sensor/piece

- **25 Piece System \$200**
- **34 Piece System \$245**
- **51 Piece System \$330**

Tech support, repair and installations not covered by the compensation list above and or on our “la cart menu of services” found at: <http://therescuegeeks.com/TheRescueGeeks/> are compensated at \$35 per hour.