

## Independent Contractor Agreement

This Agreement made between Conexanu, Inc. ("Company") a Florida Corporation, 11060 N. Kendall Drive, Miami FI 33176, and Independent Contractor ("Contractor")

### Wherein the parties agree as follows:

1. Contractor agrees to provide services as an independent Contractor directly to a third party ("client").
2. As an Independent Contractor, you may offer to deliver services whenever you decide. Company doesn't guarantee any offer to buy services from any Independent Contractor. The Contractor determines if they will deliver any service.
3. Nothing in this Agreement obligates Contractor to accept any offer to provide services. From time to time Company may update this agreement and when done supersedes all past agreements. Contractor also acknowledges that all information provided or agreed to in this agreement is true.
4. Payment for services will be in the business/dba name of Contractor. Payment will be in accordance with the terms in The Compensation Schedule Attached. Contractor becomes inactive if (1) Contractor wishes to no longer supply services for any reason (2) Company no longer wishes to purchase services from Contractor for any reason. Unless you are an active Contractor in our system you should NOT request or attempt to log on or supply services in your or any other name. If you do supply services under these fraudulent conditions, you will not be paid for these services. Services are purchased "as needed" and "at will" only. Company doesn't guarantee they will buy services from any Contractor.
5. Company doesn't pay expenses to Contractors or provide training, tools, equipment, or work location.
6. Contractor agrees that they will not disclose to any third party without prior written consent of Company, any information relating to the business of Company, including any terms and conditions in this agreement or Compensation Schedule.
7. Contractor shall provide professional services using its independent skills, judgment, manner and means. Company shall not set Contractor's hours. Contractor warrants it is a valid business or dba and maintains its own separate records. Contractor agrees they are not an employee of Company and are not entitled to plans, worker's compensation coverage, premium overtime pay, and the like. It is understood and agreed that since the Contractor is an independent contractor, Company will make no "official" deductions to fees paid to Contractor including but not limited to federal or state taxes, or FICA. It shall be the Contractor's responsibility to make required tax withholding payments. In the event of any claims or threatened by any party against Company relating to the status, acts or omissions by Contractor, Contractor agrees to support the assertions of Independent Contractor status made and agreed to.
8. Contractor may provide services to any other business or through brokers for the same or different services at any time.
9. Because of the independent status of Contractor, they are solely and completely accountable for the services they provide. The Company shall not be liable whatsoever for such services provided by Contractor and will not indemnify Contractor for any liability they incurred.
10. Contractor shall indemnify and hold harmless Company, their officers, directors, agents, owners and employees, for any claims brought or liabilities imposed against Company because of Contractor actions or by any other party (including private parties, governmental bodies and courts), including claims related to but not limited to worker's compensation, disability insurance, wage and hour laws, employment taxes, unemployment and benefits, status as an independent contractor or any other matters involving the acts or omissions of Contractor.
11. This Agreement and any attachments represent the entire agreement and understanding of the parties. Each provision of this Agreement shall be considered severable such that if any one provision or clause conflicts with existing applicable law, or may not be given full effect because of such law, it shall not affect any other provision of this Agreement which can be given effect without the conflicting provision or clause. The laws of the State of Florida, regardless of where Contractor's work is performed, shall govern this Agreement and any litigation shall be brought in state or federal courts of the State of Florida. Contractor agrees to the exercise of personal jurisdiction over it by such courts to the full extent permitted by law.
12. Complaints: You will be automatically logged off by the system without notification for the following: Voice mail on your line, cellular phone use, cordless phone use, talking with minors, giving out or receiving personal information.
13. Contractor agrees not to refer business from Conexanu Inc. to any other audiotext provider. Doing so will be considered stealing, and will result in forfeiture of all monies earned thus far.
14. Address or other changes must be made in writing and sent by fax or US mail on business letterhead, and signed.

*The undersigned Independent Contractor has read, understand, and agrees to the content herein and confirms an age of 18+*

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Independent Contractor Signature

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Date

## Conexanu, Inc. Independent Contractor Compensation Schedule

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Payweek begins 12:00am Monday and ends the following Sunday night at 11:59pm. All times are EST. A pay *period* consists of two of these weeks. Please see payperiods/payout dates chart on website.

### Pay Per Minute Chart

Holdtime	PPM
7 and under	\$0.25
8.0 to 8.9	\$0.30
9.0 to 9.9	\$0.35
10.0 to 10.9	\$0.40
11.0 to 11.9	\$0.45
12.0 to 12.9	\$0.50
13.0 to 13.9	\$0.55
14.0 to 14.9	\$0.60
15.0 to 15.9	\$0.65
16 and up	\$0.70

In addition to the above, there is also a \$5 bonus for EVERY call that reaches the 15-minute mark.

The above rates apply once Contractor has accumulated at least 10 calls for the pay period. 9 calls or less will be paid at the base rate of .25 per minute.

You are not paid for calls that last 59 seconds or less, and these calls do not count against your overall hold time.

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Independent Contractor Signature

Date