



INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT dated _____ by and between Canzell Realty (referred to as Company), with a Virginia Beach, VA Address and _____ (referred to as Contractor).

1. **INDEPENDENT CONTRACTOR STATUS.** As agreed upon between Canzell Realty and IC, the IC shall remain in itself as an independent sales organization and or contractor, as defined by IRS publication code 1779.
2. **COMPANY CORE VALUES.** We hire and fire by our company core values, and they are as follows
 - a. Think win/win
 - b. Be a go getter
 - c. Follow Up & Follow Through
 - d. Address Issues Head On
 - e. Do the Right Thing.
 - f. Let your Yes be Yes, and your No be No.
 - g. Drive the Bus, Land the Plane.
 - i. Please initial here having read our company's purpose and core values and that you freely agree that in addition to your personal performance, your success as a team member of Canzell Realty will be determined by your level of alignment with our core philosophies.
 - ii. Initials: _____
3. **COMPENSATION:** As full consideration for the performance of the Services and all rights and benefits granted to company under this agreement and provided that Contractor is not in breach of this Agreement, the Company shall pay Contractor \$ _____/hour and can earn a bonus of \$_____/hour.
 - a. The Company shall pay the Contractor in accordance with the payment schedule of every Monday. Contractor must turn in their hours by 12pm EST every Monday. Every Monday, once hours or projects are approved, the contract is paid for the week before the last one. For example, if today is the 14th of the month, I will be paid on my work from the 30th to the 4th. Pay is help



for one week
before being
paid. Some
positions have
an hourly rate

plus a bonus. This bonus is paid if all daily and weekly tasks lists and requirements are met. All bonuses, once approved, are paid on the last day of the following month. For example, if I earned bonus in the month of October, once it is approved, it will be paid out on the last day of November. In order to get your bonus paid, you must give 3 weeks notice. If you do not give 3 weeks notice, you will not be paid your bonus.

- b. For all purposes, including but not limited to the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, income tax withholding requirements, and all other federal, state and local laws, rules and regulations, Contractor is and shall be treated as a contractor and not as a Company employee. Accordingly, Company will not withhold any employment taxes from the fee it pays Contractor, and the Contractor shall be responsible for the payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security, medical insurance, income tax or other applicable laws, rules or regulations with respect to the performance or rendering of the Services under this Agreement by Contractor. Contractor agrees to indemnify, defend and hold Company harmless from any costs, expenses, penalties or damage (including attorney's fees) arising from Contractor's failure to properly pay such taxes or contributions and/or Company not withholding or remitting employment taxes or contributions in rest of the Fee.
- c. Contractor shall be responsible for obtaining all required insurance for Contractor, including, without limitation, workers' compensation, health insurance and, if applicable, automobile insurance and Company shall not be obligated to provide any insurance for Contractor.

4. RIGHTS:

- a. All of the results, product and proceeds of the Services (collectively, the "Work Product") , whether such results and proceeds consist of literary, graphics, business plans, tutorials, customer's, audio-visual, ideas or otherwise, are and shall be "works-made-for-hire" for Company within the meaning of the United States copyright law, with Company being the sole author and owner of all rights thereof, including, but not limited to, all copyrights and all extensions and renewals of copyrights. If the Work Product are not found to be works-made-for-hire or Contractor otherwise has or retains any right, title or interest in and to the Work Product, Contractor hereby irrevocably grants and assigns to



Company all right, title and interest of every kind whatsoever (including,

without limitation, copyright and performance, reproduction, retransmission and rental and lending rights and all ancillary, allied, corollary and subsidiary rights thereto) in and to the Work Product.

- b. Contractor hereby irrevocably grants to Company the right to use, license and display or authorize others to use, license and display Contractor's name, likeness, photograph, voice and biographical material in connection with the production, exploitation, merchandising, advertising and promotion of the Work Product, and Creative Product, including, but not limited to, advertising designed to create goodwill and prestige of Company and its licensees and assigns and financiers, and so-called bonus Work Product, provided that no such name, likeness, photograph, voice or biographical Work Product will be used to endorse any product, institution, goods or services without Contractor's prior consent.

5. TERMINATION:

- a. This Agreement shall terminate automatically in the event of the bankruptcy or insolvency of either party or the sale of the business of either party. In the event of termination pursuant to this Section 5.a, payment of the Fee accrued to the date of termination will be deemed to be payment to the Contractor in full.
- b. Company will have the right to terminate the provision of the Services by Contractor upon written notice to Contractor, as follows:
 - i. if Contractor fails or refuses to perform or comply with any provision of this Agreement; or
 - ii. if the Contractor, by reason of physical, mental or legal incapacity, is incapable of rendering the Services or otherwise performing or complying with any provision of this Agreement.
 - 1. In the event of termination pursuant to this Section 5.b.ii, payment of the Fee accrued to the date of termination will be deemed to be payment to the Contractor in full.
- c. In addition to its right of termination set out in Section 5.b, Company shall have the right to terminate the provision of the Services by the Contractor at any time for convenience or for any other reason not covered in Section 5.a or 5.b upon written notice of such termination to Contractor. In the event of termination pursuant to this Section 5.c, the Contractor shall be entitled to receive payment of the Fee accrued to the date of termination.



d. No termination or expiration of this Agreement will affect the

Company's ownership of the Work Product and of all rights and benefits granted to the Company under this Agreement.

- e. In the event the Contractor terminates the agreement without two weeks (or other adequate and reasonable) notice they waive all right to any fee owed to them as of the termination date. The Company has the right to accept notice period or offer any other last day of their choosing.

6. CONFIDENTIAL INFORMATION:

- a. Contractor acknowledges that Company financial information, business methods, procedures and other details of the operation of Company, are proprietary and confidential ("Confidential Information"). Contractor shall maintain in strict confidence, and shall use and disclose only as authorized by Company, all Confidential Information that Contractor receives in connection with the performance of Services. Contractor shall maintain appropriate administrative, technical and physical safeguards over records and data to prevent unauthorized access. This section shall survive the termination of this Agreement.
- b. Confidential information includes all information, whether disclosed by Canzell Realty or developed during the Project that relates: (i) to Canzell Realty officers, directors, employees or contractors, or (ii) to Canzell Realty customers, potential customers, customers lists, customer surveys or customer data. This includes, without limitation, trade secrets, know-how, and information relating to technology, customers, business plans, promotional and marketing activities.
- c. Confidential Information shall not include: (i) information generally available to the public; (ii) information released by Company generally without restriction; (iii) information independently developed or acquired by Contractor without reliance, in any way, on other protected information of Company; (iv) information approved for the use and disclosure of Contractor without restriction. In addition, the Contractor may use and disclose Confidential Information to the extent required by an order of any court or other government authority or as necessary to protect Contractor's interests in this Agreement, but in each case only after Company has been notified and has



had the opportunity to obtain reasonable protection for

such Confidential Information about such disclosure.

- d. Upon termination of this Agreement, the Contractor is required to deliver and return all data, information, documents and other tangible forms containing Confidential Information to the Company.

7. NON-COMPETE:

- a. During the term of this Agreement and for a period of one (1) year from the termination of the Services, Contractor will not, directly or indirectly, whether as an employee, officer, director, independent contractor, partner or otherwise, provide any services whatsoever to any person or business entity which competes directly or indirectly with any business of the Company.

Contractor further acknowledges and agrees that the foregoing restrictive covenant is, in light of the nature of Company's business and the involvement therein of Contractor, reasonable and necessary to protect Company's legitimate interests, that the enforcement of such covenant will not impose a hardship on Contractor or materially impair the ability to conduct his trade or business.

8. NO SOLICITATION

- a. During the term of this Agreement and for a period of two (2) years from the termination of the Services of Contractor, regardless of the reason for such termination, Contractor will not solicit, request or otherwise attempt to induce or influence, directly or indirectly, any present customer or supplier, or prospective customer or supplier of the Company, or other persons sharing a business relationship with the Company to cancel, to limit or postpone their business with Company, or otherwise take action which might be to the material disadvantage of the Company. During the term of this Agreement and for a period of two (2) years from the termination of the Services of Contractor, regardless of the reason for such termination, Contractor will not hire or solicit for employment, directly or indirectly, or induce or actively attempt to influence, any employee, agent, officer, director, contractor, consultant, or other business associate of Company, to terminate his or her employment or discontinue such person's consultant, contractor, or other business association with Company.

9. NO CONFLICT

- a. Contractor represents and agrees that there are no actual or potential conflicts of interest in accepting this engagement with the Company and/or performing



the Services.
Contractor
further
represents and
agrees that they

have not brought and will not bring to Company, or use in the performance of the Services, any materials or documents of a present or former employer or client that are not generally available to the public, unless they have obtained written authorization for possession and use of such materials or documents. Contractor further understands and agrees that at no time during their engagement with the Company are they to breach any obligation of confidentiality that they had to any present or former employer or client, and agrees to fulfill all obligations to present or former employers and clients during the term of his/her engagement with the company.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Virginia. Any and all disputes arising out of, or relating to, Services contracted for under this Agreement, shall be held in the State of Virginia. The prevailing party shall be entitled to fees and costs.

The parties have signed this Agreement:



Canzell Realty

Date Signed

Contractor

Date Signed

Section “Requirements”

The Services shall include, without limitation, the following services and responsibilities:

Role: Video Editor

Reports to: Account Managers, COO and CEO.

Start Date: _____

Requirements:

Use of Phone/computer: Contractor to use their own phones, computers, and tools necessary to satisfy company needs.

- A USB headset is a must.
- A Video Camera is a must.



have an
be able

without

- Internet to have 5MB Download and 3 MB upload.
- Power needs to be stable (If more than 1 instance of not programmed power outages occur, the contractor may be let go. This applied to internet outages as well.) Work Location: Contractor to work remotely at a space of her own choosing
- Location must be noise free (This includes no external noises such as animals, people, machines, vehicles, etc.)
- Location must be an “office setting” (Cannot sit at the couch and take calls. Photo will be requested)

- Computer to I5 or better or to run enough programs
RAM problems

Duties/Responsibilities:

- Administrative Tasks assigned per position
- You must meet on zoom every day at: 9am EST, 12pm EST, 2pm EST and 3:30 pm EST, and any other time as asked of management. When not live on Zoom, you will be on a teams with your camera on speaking English.
- Payment of \$ ___/hour with the opportunity to earn an additional \$ ___/hour in bonus if all daily and weekly tasks lists and requirements are met.
- You will clock in and out each day on a program called HomeBase. You will also comment in the Admin Slack Channel when you are in, out and on break. If you have your internet or power go off at any time during the regular work day, you will need to have Slack downloaded on your phone so you can post an update as to your status.
- In order to be eligible for a bonus, you must do the following things each day (but not limited to): Updating your task list with all assigned tasks each day, updating the status of your tasks, posting items requested or required of your position to social media or other outlets, sending required documents of your position each day, like the P&L, among others.