

Independent Contractor Agreement

This Independent Contractor Agreement ("Agreement") is made and entered by and between National Inspection Services Inc. ("NIS or Company"), a Missouri Corporation having its principal place of business as 6501 E. Commerce Ave. Suite 135 Kansas City, MO , and _____, an Independent Contractor ("Independent Contractor"). Independent Contractor shall be identified as follows:

Name: _____

Type of Entity: D Individual
 D Sole proprietorship
 D Partnership
 D Corporation

Address:

City/State/Zip:.

Business Telephone:

Social Security or Company Identification Number:

In consideration of the promises and mutual covenants and agreements contained herein, the parties agree as follows:

1. Work to Be Performed

- a. NIS desires that Independent Contractor perform, and Independent Contractor agrees to perform, vehicle and misc. equipment inspections.

2. Term of Agreement

- a. The services called for under this Agreement shall commence on _____ , and remain in force until terminated.

3. Independent Contractor Status

- a. It is expressly understood by the parties that Independent Contractor is an independent contractor in the performance of each and every part of this Agreement and that nothing in this Agreement is intended or shall be construed, to denote or designate Independent Contractor as the employee, agent, partner, or joint venture of NIS. Further, although NIS will communicate to Independent Contractor the scope of each specified project and the desired outcome of Independent Contractor's work on such project, the parties understand and agree that nothing in this Agreement constitutes the exercise by NIS of control or direction over the manner or method by which Independent Contractor performs the services which are the subject of this Agreement. NIS is interested only in the results obtained by Independent Contractor under this agreement; the manner, means and method of conducting the work and obtaining such results are under the sole control of Independent Contractor.
- b. The parties expressly understand and agree that, as an independent contractor, Independent Contractor is free to set Independent Contractor schedule and work hours

within the scope of each project. It is further understood and agreed that Independent Contractor shall be solely responsible for any employees or agents whom Independent Contractor hires to assist Independent Contractor (and whom Independent Contractor agrees are not employees or agents of NIS),.

Further, the parties understand and agree that Independent Contractor is free to provide Independent Contractor services to other businesses while performing services for NIS.

- c. Independent Contractor shall have no right, power or authority in any way to bind NIS to the fulfillment of any condition, contract or obligation, or to create any liability binding on NIS.
- d. Independent Contractor understands that Independent Contractor is an independent contractor and, as such, neither Independent Contractor nor any dependent or any other individual claiming through Independent Contractor will be eligible to participate in, or receive benefits under, any of the employee benefit plans, programs or arrangements maintained by NIS (collectively, the "Plans"), and hereby waives irrevocably any and all rights to participate in, or receive benefits under any of the Plans. Independent Contractor further understands and agrees that none of Independent Contractor employees or agents will be eligible for any benefits under the Plans.
- e. Independent contractor understands that they can accept or decline (refuse) any assignment that is sent to them by NIS as they are true Independent Contractors and not under any control or obligation to NIS.

4. Technical Direction

- a. Independent Contractor shall have all necessary skills and expertise to perform work under this Agreement. To the limited extent that any technical direction is necessary, such technical direction shall be given only by the Project Manager or the Company designee.

5. Terms of Payment

- a) NIS shall pay Independent Contractor according to the following terms and conditions for Inspection assignments:
 - 1.) Compensation for travel) is \$0.50 per mile round trip
 - 2.) Compensation for inspections start at \$40 per unit inspected plus standard travel pay
 - 3.) Follow up inspections (limited spot checking or photos only) will be compensated at \$25 per unit plus standard travel pay
- b. Independent Contractor will submit inspection results to NIS for each project completed by Independent Contractor.
- c. The inspection format must follow NIS standard specifications.
- d. Inspections must be submitted within 72 hours from the acceptance of the specific project. Unless noted differently on assignment.

6. Reimbursement of Expenses

- a. NIS shall not be liable to Independent Contractor for any expenses paid or incurred by Independent Contractor unless otherwise agreed to in writing.

7. Taxes and Other Incidents of Employment

- a. Neither federal, state or local income tax nor payroll tax of any kind shall be withheld or paid by NIS on behalf of Independent Contractor or the employee with respect to the services performed hereunder for federal, state or local tax purposes.
- b. Independent Contractor understands that Independent Contractor is solely responsible for all incidents of employment for himself/herself/itself and Independent Contractor employees and agents, including, but not limited to, withholding and payment of all federal and state income and payroll taxes, unemployment insurance, social security, Medicare taxes and any other legally required payments on sums received from NIS.

8. Independent Contractor's Responsibility for Insurance, Including Workers' Compensation

- a. Independent Contractor acknowledges that NIS does not maintain any comprehensive general liability, workers' compensation or other insurance on behalf of Independent Contractor or employees of Independent Contractor, and that it is the sole responsibility of Independent Contractor to obtain and keep in force such insurance as required by law or, where not required by law, as Independent Contractor deems appropriate. Independent Contractor assumes all risks in connection with the adequacy of any and all such insurance that Independent Contractor elects to obtain.

9. Indemnification and Hold Harmless by Independent Contractor.

- a. Independent Contractor further acknowledges and agrees that it will do nothing to harm NIS and/or its clients, and in the event any claims by any person or entity brought against NIS relating in any way to the work performed by Independent Contractor, Independent Contractor agrees to indemnify and hold NIS harmless.

10. Termination of Agreement

- a. NIS may terminate this Agreement without notice in the event that Independent Contractor breaches any material provision of this Agreement or Independent Contractor otherwise acts in a manner that is materially harmful to the business interests or reputation of the Company. NIS or Independent Contractor may terminate this Agreement at any time, upon the giving of thirty (3) days notice to the other party. NIS shall not be liable for, nor shall Independent Contractor be liable to perform, any services or expenses incurred after the receipt of notice of termination.

11. Assignability

- a. This agreement shall not be transferred or assigned, in whole or in part, by Independent Contractor without the prior written consent of NIS.

12. Severability

- a. The parties have fully negotiated all of the provisions of this Agreement. In the event there is litigation involving this Agreement and the court concludes that certain provisions may be unenforceable for whatever reason, the court shall have the authority to modify such provisions to make said provisions enforceable, if possible, within the bounds of the parties' original intent. Further, the unenforceability or invalidity of any

provision of this Agreement shall not affect the enforceability or validity of the other provisions.

13. Choice of Law

- a. This Agreement, including but not limited to, any dispute under this Agreement and work performed by Independent Contractor under this agreement shall be construed and enforced under and be governed in all respects by the laws of the State of Missouri, without regard to the conflict of laws or principles thereof.

14. Waiver

- a. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of either party to require the performance of any term or obligation of this Agreement, or the waiver by either party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

15. Agreement

- a. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements, if any, between the parties with respect to the services to be provided by Independent Contractor to NIS and all matters related thereto. The Agreement may be supplemented, amended or revised only in a writing signed by Independent Contractor and a duly authorized representative of NIS.

16. Confidential Information and Non-Solicitation

- a. Independent Contractor recognizes that during the course of performing work under this Agreement, Independent Contractor may acquire knowledge of confidential and proprietary information or trade secrets of NIS or a client of NIS, including, but not limited to client contact information ("Confidential Information"). Independent Contractor agrees to keep all such Confidential Information in a secure place and further agrees not to publish, communicate, divulge, use or disclose, directly or indirectly, for Independent Contractor own benefit or for the benefit of another, either during or after the term of this Agreement.

Upon termination of this Agreement,

- Independent Contractor shall deliver all records, data, information and other documents containing Confidential Information that were produced or acquired during the performance of this Agreement, and all copies thereof, NIS. Such material is and shall remain the property of NIS.
- b. This obligation of confidentiality shall not apply with respect to information (a) that Independent Contractor can conclusively demonstrate with documentary evidence is generally known to, and available for use by, the public other than as a result of the breach of this Agreement or any other agreement pursuant to which Independent Contractor owes any duty of confidentiality to NIS or a client of

- c. Unless otherwise agreed to in writing, Confidential Information includes, but is not limited to, software, source code, software summaries, software design, program logic, flow charts, program listings, functional specifications, logical models, user guides, operator guides, installation guides, and other supporting or programming materials, designs, reports, manuals, documents, patterns, specifications, data or other technical or proprietary information, client information, business and marketing strategies, personnel information, and any equipment or material of every description furnished to Independent Contractor for a Client.
- d. Any Confidential Information furnished to Independent Contractor by a Client is and shall remain property of the Client. Independent Contractor shall not substitute any other property for the Client's property except in rendering services under this Agreement. While such Client property is under the management or control of Independent Contractor, Independent Contractor shall be responsible for any damage to such property.
- e. Independent Contractor recognizes that NIS invests substantial time, money and other resources attracting and retaining employees and clients. Independent Contractor agrees and covenants that for a period of twelve (12) months following termination of this Agreement he will not (without first obtaining the written permission of Company) directly or indirectly participate in the solicitation of any business of any type conducted by Company during the period of Independent Contractor's employment with Company from any person or entity which was a client or customer of Company during the period of Independent Contractor's employment with Company, or was a prospective customer of Company from which Independent Contractor (or employees under Independent Contractor's supervision) solicited business or for which a proposal for submission was prepared during the period of Independent Contractor's employment with Company. Independent Contractor agrees that for a period of twelve (12) months following termination of this Agreement, Independent Contractor will not solicit or recruit any NIS client to terminate its contractual or business relationship with NIS. Independent Contractor further agrees that it will not assist any competitor of NIS in soliciting any NIS clients for a period of twelve (12) months following termination of this contract, or during the term of this agreement. Independent Contractor will remain responsible for resulting damages from such prohibited solicitation.
- f. Independent Contractor agrees and covenants that for a period of twelve (12) months following termination of this Agreement, he will not (without first obtaining the written permission of Company) directly or indirectly, recruit for employment, or induce or seek to cause such person to terminate his or her employment with Company, any person who is then an employee of Company.

17. Legal Action

- a. Independent Contractor acknowledges that full compliance with the terms of this Agreement is necessary to protect the business and goodwill of NIS and that a breach of this Agreement will irreparably and continually harm NIS, for which money damages may not be adequate. Consequently, Independent Contractor agrees that in the event of a breach of any material term of this Agreement, or a threatened breach thereof, NIS will be entitled to both (a) a preliminary or permanent injunction in order to prevent the continuation of such harm; and (b) monetary damages insofar as they

can be determined. If NIS successfully institutes legal action to enforce its rights under this Agreement, NIS shall be entitled to recover from Independent Contractor NISs' costs and reasonable attorneys' fees incurred in the enforcement of its rights. Nothing in this Section shall be construed to prohibit NIS from also pursuing any other remedy. NIS and Independent Contractor having agreed that all remedies are cumulative.

18. Security Regulations

- a. Independent Contractor shall comply with all applicable security regulations of NIS.

19. Headings

- a. The headings in this Agreement are for convenience only and in no way define or describe the scope or content of any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this _____ day of _____, 20__ .

Independent Contractor
By _____

National Inspection Services Inc.
By _____

Signature

Signature

Print Name

Print Name

Title (if applicable)

Title (if applicable)