FDIS West Region / Fairmed, Inc.
Tax ID: 33-0562366 ■ DUNS 96-048-4004 ■ BidSync: Fairmed
FDIS West Region and its DVBE Affiliate Program are wholly owned by Fairmed Inc.

INDEPENDENT CONTRACTOR APPLICATION AND AGREEMENT

Last Name:_____ Middle Initial:_____ First Name:_____

Business Name:_____ Corporation: ☐yes ☐no

Street Address: _____ Apt. and/or Unit No: _____

City: _____ State:_____ Zip Code_____

Home Phone:_____ Cell Phone:_____ SS#/Tax I.D.#_____

Email Address: _____ Fax: _____

I hereby certify I am over 18 years of age: _____
Signature

THE INDEPENDENT CONTRACTOR AGREEMENT AND ACKNOWLEDGMENT OF TERMS AND CONDITIONS

1. The Applicant states that he/she and/or the contracting entity is an Independent Contractor (hereinafter called "IC") providing contracted services and related activities for Fairmed, Inc. from or to various companies who have contracted for these services with Fairmed. The Applicant states that he/she is not an employee of Fairmed or of any of Fairmed's Contracting Companies and is organized as a sole proprietorship, LLC, Corporation, Sub S, and/or some form of legal business entity and has appropriate local, State and/or Federal licenses (if any) required to operate.

2. Fairmed will issue a monthly settlement check to the IC, which shall constitute payment in full of Fairmed's obligation to the IC for the IC's prior month portfolio processing sales. This monthly check shall be issued on or before the 27th of each month. The IC acknowledges that the Contracting Companies have no responsibility to pay any compensation or to provide any benefits or other services to the IC for jobs performed in the IC's capacity as a Fairmed IC.

3. The IC acknowledges that he/she is engaged in the IC's own independently established business and, as such, is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plans of Fairmed or the Contracting Companies. No workers' compensation insurance shall be obtained by Fairmed or the Contracting Companies concerning the IC or employees of the IC, who shall comply with the workers' compensation law concerning the IC and employees of the IC. The IC hereby

waives any rights he/she may have under the Workers' Compensation Law and reserves his/her right of action at common law.

4. The IC acknowledges that Fairmed shall have no liability to him/her, directly or indirectly, for claims by or for (a) any taxing authority, regulatory or other governmental agencies or insurers, (b) any termination of requested services to be provided by the IC; or (c) discrimination against the IC for age, gender, race, color, religion, disability, sexual orientation, or availability of time devoted to services rendered by the IC.

5. The IC acknowledges and agrees that he/she may have access to certain confidential information of the Contracting Companies or their customers. The IC agrees that he/she will not use, communicate, reveal, divulge or otherwise make available such information to any person or entity outside the Contracting Companies.

6. The IC acknowledges that he/she is totally responsible for (and not entitled to any reimbursement for) any expenses paid or incurred by the IC in the performance of his/her IC services. In no manner shall Fairmed or any Contracting Company become liable or responsible for any such charges or expenses incurred by the IC

7. The IC shall supply, at his/her sole expense, all equipment, tools, materials and/or supplies to accomplish the jobs agreed to be performed. If the IC incurs any charges for leasing, renting or otherwise contracting for the materials and/or supplies those are not reimbursed by Fairmed or any Contracting Company.

8. The IC understands that, as a condition of affiliation, he/she is required to comply in a timely manner with all applicable Federal, State and local income tax filing requirements and may be required to provide Fairmed with proof of such compliance. If the IC is not a corporation, the IC further understands that he/she may be liable for self-employment (social security) tax, to be paid by the IC according to law. Since the IC is not an employee, no Federal, State or local payroll taxes of any kind shall be withheld from the IC settlement checks or paid by Fairmed on behalf of the IC or any of his/her employees.

9. This Agreement shall terminate at 12:01 AM one year from the date enacted herein. This agreement shall automatically renew for similar twelve-month periods unless terminated by the terms and conditions contained herein, or by a written termination notice delivered to either party.

A. **Termination without Cause**: Without cause, either party may terminate this agreement after giving 30 day prior written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the 30 day period after any notice of intent to terminate without cause has been given.

B. **Termination with Cause**: With reasonable cause, either party may terminate this agreement effective immediately upon the giving of written notice of termination for cause. Reasonable cause shall include, but not be limited to: (a) a material violation of this agreement; (b) non-completion of rules set by Contracting Companies; (c) any act exposing the other party to liability to others for financial damage, personal injury or property damage; or (d) conviction of a criminal act.

10. The IC is not eligible for annual income tax preparation services as an affiliate.

11. Non-Waiver. The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of rights for any subsequent breach.

12. No Authority to Bind Fairmed or Contracting Companies. The IC has no authority to enter into contracts or agreements on behalf of Fairmed or the Contracting Companies. This Agreement does not create a partnership between the parties.

13. Declaration by the IC. The IC declares that he/she has complied with all Federal, State, and local laws regarding business permits, certificates and licenses that may be required to carry out the work to be performed under this Agreement. NICA or the Contracting Companies may request proof of this compliance.

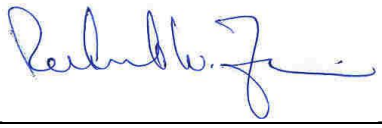
14. How Notices shall be Given. Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party's address stated herein by giving notice of the change in accordance with this paragraph.

15. Choice of Law. Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the Commonwealth of Massachusetts.

16. Entire Agreement. This is the entire Agreement of the parties. The IC and Fairmed agree that there are no verbal understandings changing or modifying any of the terms of this Agreement.

17. Severability and Amendments. If any part of this Agreement is held unenforceable, the rest of this Agreement will nevertheless remain in full force and effect. This Agreement may be supplemented, amended or revised only in writing by agreement of the parties.

Fairmed, Inc.
A California corporation since 1993



X_____ Date_____
Robert W. Fair, President

Independent Contractor

X_____ Date_____
Signature

X_____
Legibly Print Name