

Paulding.com

Independent Contractor Agreement

THIS AGREEMENT is made and entered into this _____ day__ of _____ , 20__ , by and between Neomaxcom, LLC (dba Paulding.com), with offices at 39 Courthouse Square , in the City of Dallas , and the State of Georgia , hereinafter referred to as the "Contractor", and _____ , whose address__ is _____ , in the City of _____ , and the State of _____ , hereinafter referred to as the "Subcontractor".

WITNESSETH:

WHEREAS, the Contractor is engaged in the business of Internet news, information and social networking supported by advertising, and the Subcontractor is engaged in the business of client services and consulting ; and

WHEREAS, the Contractor desires to enter into this Agreement with the Subcontractor, providing, among other things, for Subcontractor's services to the Contractor's clients; and

WHEREAS, the Subcontractor desires to enter into this Agreement with respect to his services to the Contractor, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

- 1. Terms:** The Contractor shall retain the Subcontractor and the Subcontractor shall assist the Contractor upon the terms and conditions hereinafter set forth.
- 2. Term.** The term of this Agreement shall commence upon the date of signing or the 1ST day of June, 2011, and terminate on the 1ST day of May, 2014, unless terminated prior to that date as set out hereinafter.
- 3. Duties of Subcontractor.** During the period of this Agreement, the Subcontractor shall have the full and complete obligation and responsibility for the performance of the duties and/or work described in the attached Exhibit "A" for the Contractor and the Subcontractor shall be obligated to the Contractor for the performance of all such duties and/or work. During the period hereof, the Subcontractor shall assist the Contractor and shall perform any and all services required or requested in connection with the Contractor's business. Within the limitations herein provided, the Subcontractor will render such services of an advisory nature as may be requested from time to time by the Contractor.
- 4. Time Requirements.** The Subcontractor shall devote, during the term of this Agreement, such of his time, energy, and skill as is necessary in the performance of his duties hereunder and shall periodically, or at any time, upon the request of the Contractor, submit data as to the time requirements of work performed and to be performed by him for the Contractor in connection with this Agreement.
- 5. Fees to Subcontractor.** The Contractor shall pay the Subcontractor on a "per project" basis for services in connection with this Agreement in compliance with the terms per the attached Exhibit "B" entitled COMPENSATION
- 6. Relation of the Parties.** The Subcontractor is retained by the Contractor only for the purposes and to the extent set forth in this Agreement and the Subcontractor's relationship to the Contractor shall, during the term of this Agreement, be that of an Independent Contractor. The Contractor shall not withhold, from sums becoming payable to the Subcontractor hereunder, any amounts for State or Federal Income Tax, or for FICA (Social

Security) Taxes, during the term of this Agreement. The Subcontractor shall be free to dispose of such portions of his entire time, energy and skill as he is not obligated to devote hereunder to the Contractor in such manner as he deems advisable. The Subcontractor shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements or distributions by the Contractor pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to the Contractor's employees.

7. Professional Responsibility. Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by the Subcontractor in accordance with his independent and professional judgment. The Subcontractor shall perform his services substantially in accordance with generally accepted practices and principles such as honesty, integrity and confidentiality.

8. Termination. This Agreement may be terminated at any time, with or without cause, by either party upon two weeks (14) days written notice.

9. Notice. Any notice required to be given hereunder shall be deemed given on the third (3rd) business day following mailing of any such notice, postage paid, to the address set out herein above.

10. Income Tax Designation. In the event that the Internal Revenue Service should determine that the subcontractor is, according to I.R.S. guidelines, an employee subject to withholding and social security contributions, the subcontractor shall acknowledge, as the subcontractor acknowledges herein, that all payments to the subcontractor are gross payments, and the subcontractor is responsible for all income taxes and social security payments thereon.

11. Exclusive Agency: Subcontractor agrees to designate Contractor his or her exclusive agent for the provision of multi-media advertising, public relations and associated client services to business clients of Contractor for the term of this agreement and agrees to refrain from entering into a similar agency agreement with any other company, profit or not for profit entity are become employed as an advertising salesperson for any other such company selling online or print advertising within a radius of 50 miles of Dallas Georgia for a period of six months after the termination of this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

"CONTRACTOR" (Neomaxcom, LLC)

Witness
Witness

"SUBCONTRACTOR"

Witness
Witness

EXHIBIT "A"
Duties and/or Work to be Performed by Subcontractor

As an independent subcontractor for Neomaxcom, LLC your task is to use your skills, your equipment and your knowledge of the Internet and Paulding.com to best represent on the Internet the independent businesses that we assign to your care, to improve their businesses, their standing and reputation in the community.

You will accomplish this task by interviewing and visiting the business clients after an introduction and representing yourself as an independent contractor associated with Paulding.com, the premier hyperlocal internet news, information and social networking site serving Paulding County Georgia or, alternatively, with other associated web sites operated by Neomaxcom, LLC. You will, in the course of the day, monitor various web sites for opportunities and events.

The product of those interviews will be knowledge of the business of the mutual clients of Paulding.com and you from which you will develop plans and strategies to accomplish the task of best representing the client on the Internet in general and on Paulding.com.

The only requirement of those plans and strategies, which may include developing Internet distributable content, is that content shall be posted, when feasible on Paulding.com and include a credit in some acceptable form to paulding.com or other Neomaxcom, LLC affiliated web site as the first or premier distribution point of the content.

Provided first publication occurs on Neomaxcom, LLC affiliated sites, you are encouraged to use alternative distribution outlets for the quasi-commercial information you collect and seek publication of from your clients and will be aided in that pursuit, whether it be the creation of releases for local print publications, presentations at business networking groups or other online Internet sites outside the neomaxcom, LLC realm.

Additionally, you are encouraged for your own professional development to engage other business people and communities of business people in networking groups and other venues and are licensed to use your Paulding.com credentials as you represent our mutual clients in our unique brand of hyperlocal digital/analog social networking.

Bottom line, your contractually obligated to make both Paulding.com and the clients of Paulding.com (and neomaxcom, LLC) you represent successful using all means of communication at your disposal.

The subcontractor is expected to maintain regular contact with the business/clients by telephone, email, personal visits, and other online and analog communications and keep and deliver detailed logs of those communications so that clients can be billed according to the service(s) rendered.

SCOPE OF ACTIVITIES: Subcontractor will perform the following services exclusively for Paulding.com and its clients in the manner and using their skills, tools and expertise: Copy writing ads, copy writing press releases, photography, videography, passing out cards, flyers, booklets or other printed materials, making posts or effecting other electronic/digital distributions whether by twitter, facebook, patch, paulding.com, or other local or Georgia based online forum, social network or commenting apparatus/opportunity on any social network, email group or email list, mailing list, magazine, newspaper, radio station, TV station, or other medium. Also included is manning a commercial booth at any community event or appearing in any public place for any commercial purpose on behalf of the clients or potential clients of paulding.com or Neomaxcom, LLC.

EXHIBIT "B"
COMPENSATION

Subcontractor agrees to designate Neomaxcom, LLC as its sole agent for services falling within the broad SCOPE OF ACTIVITIES defined in Exhibit "A" rendered to any businesses during the term of this agreement.

Subcontractor shall provide Neomaxcom, LLC a detailed log of activities conducted on behalf of their clients including logging of times and topics discussed. Client billings shall be generated from these documents according to guides and guidelines and subcontractor shall present gross billing amounts based on the services rendered and Neomaxcom shall remit a net amount of no less than 40 percent and no more than 60 percent of gross time, retainer and service charges.

Time spent preparing these billing reports are chargeable to the client and represent a portion of any retainer paid as are phone charges (if any) or mileage and car expense incurred in periodic client service meetings. Also included in any retainer is the providing of consultation on Internet, advertising and public relations strategies.

Special events such as representing clients at networking meetings and other such special events, preparation and distribution of press releases, shooting of video clips and photography, production of video commercial messages, creation of banner ads and similar extraordinary content, bringing in third parties for consultation on Internet, advertising or public relations will likely incur additional special charges compensated at a rate of no less than 10 percent or no more than 60 percent depending on the involvement of the subcontractor in the delivery of the good or service.