



Tech Nerds LLC  
1554 NW 183 Avenue  
Pembroke Pines, Florida 33029  
Ph: 772-224-6205  
Email: Hr@TechNerdsPlus.com  
Website: www.TechNerdsPlus.com

# Independent Contractor Agreement

THIS INDEPENDENT CONTRACTOR AGREEMENT, effective August 24, 2017 is made and entered into by and between Tech Nerds LLC, hereinafter referred to as ("TECH NERDS"), having its principal place of business at 1554 NW 183rd Avenue, Pembroke Pines Florida 33029 and (Consultant) \_\_\_\_\_ having its principal place of business at \_\_\_\_\_ referred to as ("Independent Contractor") agree as follows:

- A. Periodically on an "as needed" basis, TECH NERDS may require information systems consulting, support, training development and general business consulting which includes, but is not necessarily limited to the development, modification, or enhancement of existing or purchased systems and software for internal purposes, for an Assigned Client ("Assigned Client" is defined as the party for whom the work is to be ultimately performed as is identified in the Work Order, or for an Assigned Client through a Prime ("Prime" is defined as the party through whom the work maybe performed); and
- B. Independent Contractor is interested in providing these services and TECH NERDS desires to obtain these services in accordance with the terms and conditions set forth in the Agreement and as described in the applicable Work Order which is hereby subject to this Agreement ("Work Order").

THEREFORE, in consideration of the mutual promises contained herein, TECH NERDS and the Independent Contractor agree as follows:

## 1. Services

TECH NERDS hereby retains Independent Contractor and Independent Contractor agrees to do work for TECH NERDS in the areas of software development, information systems consulting and support, management consulting, or other consulting services, commencing on the effective date of this Agreement. Services shall be provided in accordance with the provisions of this Agreement and the applicable Work Order.

## 2. Assignment

Independent Contractor may not assign or subcontract its rights or obligations hereunder without the prior written consent of TECH NERDS.

## 3. Independent Contractor Status

Independent Contractor shall be deemed at all times to be an independent entity and, as such, will not be eligible for any of TECH NERDS 'S employee benefits including, but not limited to, group health or life insurance benefit plans, pension plans, and nothing contained herein shall be interpreted as creating any relationship of employer and employee between the parties. Independent Contractor shall be responsible for its taxes and TECH NERDS shall not make any deductions or withhold funds from compensation paid hereunder for purposes of Social Security or Federal income taxes. Independent Contractor understands, acknowledges and



Tech Nerds LLC  
1554 NW 183 Avenue  
Pembroke Pines, Florida 33029  
Ph: 772-224-6205  
Email: Hr@TechNerdsPlus.com  
Website: www.TechNerdsPlus.com

agrees that, in the event any assertion is made that the Independent Contractor is or was a Independent Contractor or an employee or joint employee of Prime or End Client, Independent Contractor agrees:

to indemnify, defend and hold harmless Tech Nerds for any claim, suit, cause of action, demand, loss, damage, cost or expense (including reasonable attorneys' fees) which may arise in any manner from such assertion or a finding that the Independent Contractor is or was a Independent Contractor or an employee or joint employee of Prime and/or End Client.

#### **4. Insurance (if applicable)**

Independent Contractor agrees to provide the following insurance for self and its employees who are working as TECH NERDS 's Consultants under this agreement, with TECH NERDS named as additional insured of such coverage with the copy of the insurance certificate forwarded to TECH NERDS for recording purposes with a thirty-day notice of cancellation, as follows:

- a. General Liability - Comprehensive form, bodily injury and property damage combined \$1,000,000 for each occurrence, \$2,000,000 aggregate.
- b. Automobile Liability - \$1,000,000.00 per occurrence, \$1,000,000.00 aggregate,
- c. Worker's Compensation - Statutory Benefits
- d. Employer's Liability - \$1,000,000.00

The maintenance of such insurance is the sole responsibility of the Independent Contractor and TECH NERDS shall not be required to bear any of the costs thereof.

The Independent Contractor shall submit certificates of insurance evidencing the coverage required herein upon execution of this agreement. Failure of the Independent Contractor to provide certificates or Failure of TECH NERDS to request or object to any certificates shall not waive any of the foregoing obligations of the Independent Contractor as mentioned under this Section. Independent Contractor's obligations, indemnities and liabilities hereunder shall not be limited by the amounts of any Insurance coverage required hereunder. TECH NERDS will have the right to withhold payments due to the Independent Contractor under this Agreement, if the required Insurance Certificate is not provided to TECH NERDS upon execution of this agreement.

The Independent Contractor shall promptly remedy any and all damages or loss to any property, caused in whole or in part by the Independent Contractor, its agents, its employees or others directly or indirectly employed by them.



Tech Nerds LLC  
1554 NW 183 Avenue  
Pembroke Pines, Florida 33029  
Ph: 772-224-6205  
Email: Hr@TechNerdsPlus.com  
Website: www.TechNerdsPlus.com

## 5. Non-Competition

a. Independent Contractor and their employees agree that for a period of one (1) year, as measured from the last occurrence of any introduction, interview, or provision of services under this Agreement and for a period of one (1) year after the termination of the Agreement, that they will not provide or attempt to provide, or advise or assist others of the opportunity to provide, any services to any Client, including Client's affiliates, customers and clients that would be in direct competition with services regularly provided by TECH NERDS

- i. To which Independent Contractor or its employees have been introduced under this Agreement;
- ii. With which the Independent Contractor or its employees have interviewed under this Agreement;
- iii. For which the Independent Contractor or its employees have provided services under this Agreement, or
- iv. To which Independent Contractor or its employees have received information about as the result of any introduction, interview or service provided under this Agreement.

**b. During the term of this Agreement and for a period of one (1) year thereafter, Independent Contractor will not solicit or hire any employee or former employee or Independent Contractor of TECH NERDS or Assigned client or Prime with which Independent Contractor had contact in connection with this Agreement or by any Work Order without prior written consent of TECH NERDS.**

c. During the term of this Agreement and for a period of one (1) year after its termination or completion of services hereunder, each party agrees that it will not solicit for hire, or hire any of the other party's employees or consultants who were performing services or were presented to perform services pursuant to this Agreement.

d. During the term or this Agreement, Independent Contractor will not advise any individual or entity other than TECH NERDS of opportunities to provide consulting services at any Assigned client.

e. If Independent Contractor is in violation of any provision of Section 5, the time periods provided for in this Section 5 will be extended for a period of time equal to any violation or breach.



Tech Nerds LLC  
1554 NW 183 Avenue  
Pembroke Pines, Florida 33029  
Ph: 772-224-6205  
Email: Hr@TechNerdsPlus.com  
Website: www.TechNerdsPlus.com

## 6. Representations & Warranties

- a. Independent Contractor is a Corporation, LLC, Sole Proprietorship or Partnership duly organized, validly existing and in good standing under the laws of the State or Commonwealth of **(Florida)**
- b. Independent Contractor's Federal Employer Identification Number is EIN (if applicable): \_\_\_\_\_
- c. Independent Contractor and personnel are legally authorized to work in the United States in accordance with all applicable immigration laws;
- d. Independent Contractor will maintain accurate financial records in connection with the performance of this agreement and the conduct of its business;
- e. Each of its employees or agents assigned to perform services under any Work Order shall have the proper skill, training, and background so as to perform in a competent and professional manner and that all work will be performed in accordance with the applicable Work Order; and;



Tech Nerds LLC  
1554 NW 183 Avenue  
Pembroke Pines, Florida 33029  
Ph: 772-224-6205  
Email: Hr@TechNerdsPlus.com  
Website: www.TechNerdsPlus.com

- f. Independent Contractor, its employees and agents will comply at all times with all security provisions and all work place rules in effect from time to time at TECH NERDS 's premises or the premises of TECH NERDS 's customer; and;
- g. Independent Contractor shall not use TECH NERDS 's name in any promotional materials or other communications with third parties without TECH NERDS 's prior written consent; and;
- h. Tech Nerds shall receive free, good, and clear, title to all materials, items to be produced, and products developed directly for TECH NERDS under this Agreement; and;
- i. Each and every item to be produced, including software shall conform to the methodology and the specifications mutually agreed to in writing in the Work Order between TECH NERDS and Independent Contractor; and;
- j. TECH NERDS 's remedies against Independent Contractor under this Agreement for breach of any term, condition, covenant, representation or warranty herein shall be the same as Assigned Client's or Prime's remedies against TECH NERDS ; and;
- k. Independent Contractor has no conflicts of interest with respect to the services to be performed for TECH NERDS under this Agreement; and;
- l. Independent Contractor has not previously entered into any contract or agreement, or executed any documents whatsoever, with any other person or firm that will prevent Independent Contractor from performing any of the provisions of this Agreement; and;
- m. Independent Contractor will not enter into any such contract or agreement, or execute any such documents, which would create a conflict of interest or would prevent Independent Contractor from performing any provisions of the Agreement.

## 7. Intellectual Property

- a. Independent Contractor shall make prompt written disclosure to TECH NERDS of all inventions, improvements, discoveries, and material or computer software developed directly for TECH NERDS under this Agreement. Furthermore, Independent Contractor hereby agrees to assign all intellectual property rights, title, and interest in and to said inventions, improvements, discoveries, training, material, and computer software to TECH NERDS.
- b. Independent Contractor agrees in every way to protect said inventions, improvements, discoveries, material and computer software developed directly for TECH NERDS under the Agreement including, but not limited to, the execution of patent applications, oaths or declarations, and assignments in favor of TECH NERDS relating to said inventions, improvements, discoveries, training material, or computer software in the United States and in any and all foreign countries.
- c. All notes, designs, drawings, and technical data developed for TECH NERDS under this Agreement shall become and remain the property of TECH NERDS, and TECH NERDS shall have the right to use such notes, designs, drawings, and technical data for any purpose whatsoever without liability for any additional compensation to Independent Contractor, unless other terms are agreed upon in writing by all parties concerned.
- d. In addition to the rights granted to TECH NERDS elsewhere in this Agreement,



Tech Nerds LLC  
1554 NW 183 Avenue  
Pembroke Pines, Florida 33029  
Ph: 772-224-6205  
Email: Hr@TechNerdsPlus.com  
Website: www.TechNerdsPlus.com

Independent Contractor hereby grants to TECH NERDS all intellectual property rights, title, and interest including, but not limited to, the right to reproduce, translate, publish, use, or dispose of, and to authorize others to do so, the right to copyright and register such copyright in TECH NERDS 'S name, all copyrightable materials developed directly for TECH NERDS by Independent Contractor under this Agreement and delivered to TECH NERDS. All work performed under this Agreement, and all materials, products, and items to be produced for TECH NERDS by Independent Contractor under this Agreement (whether or not such work is completed) shall be deemed to be Work Made for Hire. To the extent that title to any such works may come by operation of law, vest in TECH NERDS, or such works may not be considered Work Made for Hire, all intellectual property rights, title, and interest shall be assigned to TECH NERDS unless all parties concerned have mutually agreed to other terms in writing.

## 8. Non-Disclosure

Independent Contractor will not disclose to others for use for its own purposes any financial data, technical data, or other confidential or proprietary information obtained from Assigned Client or TECH NERDS as a result of work performed under this Agreement, or generated or developed in the performance of work under this Agreement. Independent Contractor will not display or disclose to any third party for any purpose any drawing, letter, report, copy or reproduction thereof, belonging to or pertaining to TECH NERDS or the Assigned Client, or to affiliated companies of TECH NERDS , without prior written authorization from TECH NERDS .

Confidentiality: TECH NERDS will be divulging its clients' company names and hiring managers' names to Independent Contractor's company's agents and consultants. Client here includes all the 3rd party layers that get introduced in the process of setting up an interview. This information is highly confidential and is only to be used for the purpose of the specific interview(s) for the subcontracting assignment. Independent Contractor cannot use the information to contact TECH NERDS 'S client(s) for any type of sales effort. Independent Contractor cannot share this information with any other company. Independent Contractor cannot share this information with any division of Independent Contractor's company or parent company. Independent Contractor cannot sell this information. The information must stay confidential.

If Independent Contractor uses, sells, shares or divulges this confidential information a fee will be paid to TECH NERDS. The fee will be equal to all amounts Independent Contractor invoiced the client or all amounts the company you passed the information to invoiced the client.



Tech Nerds LLC  
1554 NW 183 Avenue  
Pembroke Pines, Florida 33029  
Ph: 772-224-6205  
Email: Hr@TechNerdsPlus.com  
Website: www.TechNerdsPlus.com

## 9. Indemnification

Independent Contractor shall indemnify and hold TECH NERDS, its partners, employees, clients, primes and agents, harmless from and against any claims, demands, loss, damage or expense

- a. Related to bodily injury or death of any person or damage to property resulting from the negligent or willful acts or omissions of Independent Contractor, its employees and agents;
- b. Resulting from any claim that Independent Contractor is not an Independent Contractor;
- c. Related to claims by any employees or agents of Independent Contractor for injuries or damages under workmen's compensation or similar acts;
- d. Incurred by TECH NERDS based on any claim that any deliverable or other materials delivered under this Agreement or use thereof by TECH NERDS infringes any patent, copyright, trade secret or other proprietary right of any third party;
- e. Resulting from any damages caused to the Assigned Client, due to professional errors, omissions and negligence of the Independent Contractor.
- f. Resulting from a breach by Independent Contractor of its covenants in section 4, 5, 6, and 7.

## 10. Compensation

- a. Services will be paid for on either a fixed price, or time and materials basis as specified in the applicable Work Order. The Work Order shall also set forth a description of the tasks to be performed by Independent Contractor, the items to be produced, and documentation to be produced by Independent Contractor, acceptance criteria for each item to be produced, warranty period, a schedule of performance, a schedule of payments, and a statement of Independent Contractor's then-current rates, if applicable. Such Work Order may be in the form of a letter agreement between the parties, and each Work Order shall contain a specific reference to this Agreement, be consecutively numbered, and be annexed hereto.
- b. Independent Contractor shall maintain complete and accurate accounting records to support and document all charges. Such records shall be retained for the greater of a period of (3) years following completion of the services or the time required by TECH NERDS or its Assigned Client's accounting rules. TECH NERDS (or an accounting organization retained by TECH NERDS) shall have access to such records, upon reasonable notice for purposes of audit during normal business hours, for so long as such records are required to be maintained.





Tech Nerds LLC  
1554 NW 183 Avenue  
Pembroke Pines, Florida 33029  
Ph: 772-224-6205  
Email: Hr@TechNerdsPlus.com  
Website: www.TechNerdsPlus.com

## 11. Payment Terms

Independent Contractor shall submit invoices and approved time sheets, signed by both the Independent Contractor personnel performing the duties outlined in the applicable Work Order and by a duly authorized representative of the Assigned Client, to TECH NERDS on a bi-weekly basis. Payment will be paid no later than fifteen (15) days after receipt of approved time sheets and invoices from the Independent Contractor. If Client withholds payment with respect to a Work Order for any reason, TECH NERDS shall have no obligation to pay Independent Contractor unless and until TECH NERDS is first paid by Client. If the Client reduces the amount it is willing to pay with respect to a Work Order, the amount payable by TECH NERDS to Independent Contractor shall be similarly reduced. TECH NERDS may advance payment to the Independent Contractor only after the work is performed and invoice is raised and approved by the Assigned Client. Any amount incurred by TECH NERDS for Background checks and other screening tests will be deducted from the payments issued to the Independent Contractor.

## 12. Termination

- a) This Agreement will be effective for a period of 1 year starting on the date hereof, and shall be automatically extended for a period equivalent to the term of any Work Order executed in connection with this Agreement. If the Independent Contractor's employee or consultant leaves prior to the end of the contract and fail to provide Tech Nerds two weeks termination notice, the Independent Contractor will be liable to pay damages to Tech Nerds.
- b) TECH NERDS or Independent Contractor may at any time terminate this Agreement upon giving ten- (10) business day's prior written notice to the other party. If in the first ten (10) business days after execution of the applicable Work Order, TECH NERDS desires to release Independent Contractor personnel due to inability to perform duties as defined in attached Work Order, TECH NERDS may do so immediately with no compensation to the Independent Contractor, if the Assigned Client or the Prime does not pay TECH NERDS for the services of the Independent Contractor personnel during this initial ten day period. Due to misconduct or gross negligence, TECH NERDS may at any time terminate Independent Contractor employee or consultant without prior notice. If at any time Independent Contractor wants to replace Independent Contractor's employee or consultant outlined in attached Work Order(s), the Independent Contractor will provide TECH NERDS with ten- (10) business day's prior written notice.
- c) TECH NERDS may terminate this Agreement or any Work Order immediately if the Assigned Client (or Prime) terminates the Agreement between TECH NERDS and the Assigned Client (or Prime) or terminates the project or requests the removal of the Independent Contractor.
- d) Upon termination of this Agreement for any reason, Independent Contractor will cease all activity on the Project and shall promptly provide to TECH NERDS, without cost to TECH NERDS, all work product and files developed by Independent Contractor under this Agreement and all materials provided to Independent Contractor in connection





Tech Nerds LLC  
1554 NW 183 Avenue  
Pembroke Pines, Florida 33029  
Ph: 772-224-6205  
Email: Hr@TechNerdsPlus.com  
Website: www.TechNerdsPlus.com

with this Agreement.

### **13. Limitation of Liability**

- a. Independent Contractor shall be liable to TECH NERDS for any damages or costs incurred by TECH NERDS arising out of any claim brought by a third party relating to the performance by Independent Contractor of its obligations hereunder.
- b. Independent Contractor's liability hereunder to TECH NERDS in respect of any loss or damage incurred by Client shall be reduced by any amount paid by Independent Contractor to Client with TECH NERDS 'S prior written consent where such payment is made in respect of such loss or damage.
- c. The limitation of liability referred to in shall not apply so as to restrict Independent Contractor's liability for death or personal injury resulting from Independent Contractor's acts or omission, or the infringement of any intellectual property rights of any person or entity.

### **14. General Provisions**

- a. This Agreement is a personal services agreement and the performance of any obligation hereunder may not be assigned, delegated or otherwise transferred by either party, provided that TECH NERDS may transfer this Agreement to any direct or indirect subsidiary of TECHNERDS.
- b. Tech Nerds reserves the right to hire or to contract directly with Independent Contractor personnel or consultants, without additional charges to either TECH NERDS or to the individual, any time after the individual has provided services for six (6) consecutive months to TECH NERDS or its Assigned Client.
- c. Assigned Client shall be a third party beneficiary to this Agreement with respect to the enforcement of Independent Contractor's obligations under Article 6 and 7, and, where Assigned Client is TECH NERDS 's designee, under Article 6 and 7.
- d. If any provision of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this Agreement, and all provisions not affected by such invalidity shall remain in full force and effect.
- e. The waiver by either party of a breach or default in any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.
- f. If TECH NERDS determines that the Independent Contractor is not paying its employees providing services to TECH NERDS or its Assigned Client, TECH NERDS will notify the Independent Contractor of its knowledge of nonpayment. The Independent Contractor will have seven (7) days from the date of notification to remedy the situation to the satisfaction of TECH NERDS. If the Independent Contractor fails to remedy the situation, it will be



Tech Nerds LLC  
 1554 NW 183 Avenue  
 Pembroke Pines, Florida 33029  
 Ph: 772-224-6205  
 Email: Hr@TechNerdsPlus.com  
 Website: www.TechNerdsPlus.com

viewed as a breach of the Agreement and the Independent Contractor's Agreement with TECH NERDS will be terminated immediately. TECH NERDS then reserves the right to offer employment to the Independent Contractor's employee providing services to TECH NERDS or its Assigned Client. The Independent Contractor agrees to release such employee or consultant from the terms of any restrictive covenant or any agreement, which may inhibit such person from accepting an offer of employment that may be made by TECH NERDS.

**15. Survival**

The provisions herein shall to the extent provide, remain in effect after any termination of this Agreement.

**16. Governing Law**

This Agreement shall be construed in accordance with the laws of the Commonwealth of Florida. Both parties agree to submit to the exclusive jurisdiction of, and venue in, the courts of Broward County, Florida for any dispute arising out of or relating to this agreement.

This Agreement and all Work Orders annexed hereto shall constitute the entire Agreement between the parties, and this Agreement shall supersede any and all previous written or oral agreements between the parties. In the event there is a conflict between any provisions of the agreement and those of any Work Orders annexed hereto, specific items contained in a Work Order will supersede this Agreement. This Agreement may be extended or amended only upon mutual written agreement of the parties.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the day and year first written above.

Tech Nerds LLC (TECH NERDS)

("Independent Contractor")

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



Tech Nerds LLC  
17637 SW 20<sup>th</sup> Street  
Miramar, Florida 33029  
Ph: 954- 324-9185  
Email: RobertCollins@TechNerdsPlus.com  
Website: www.TechNerdsPlus.com

## ***Independent Contractor Work Order***

This Work Order is attached and incorporated to the Independent Contractor Agreement entered into by Tech Nerds LLC ("TECHNERDS") and Ricardo Puerto ("INDEPENDENT CONTRACTOR") made on August 24, 2017. For the purposes of this Work Order, the terms "Work Order", "Independent Contractor", "Assigned Client", and "TECHNERDS" shall have the respective meanings attributed to them in the Independent Contractor Agreement.

1. INDEPENDENT CONTRACTOR COMPANY INFORMATION (if applicable)
  - a) Company Name:
  - b) Address:
  - c) Phone:
  - d) E-mail:
  - e) Federal Employer Identification Number:
  
2. ASSIGNED CLIENT INFORMATION
  - a) Assigned Client Name:
  - b) Project Lead
  - c) Phone:
  
3. ENGAGEMENT INFORMATION
  - a) Independent Contractor and/or Consultant shall perform the following services described below (the "Services") for the duration and rate at the Assigned Client for TECHNERDS.
  - b) Independent Contractor/Consultant Name:
  - c) Rate: TBD
  - d) Start Date: TBD
  - e) Estimated End Date: TBD
  - f) Services: TBD
  
4. TERMS AND CONDITIONS
  - a) Independent Contractor and/or consultant shall be provided on a full time basis until the project is complete or until either party terminates this Work Memo and/or the Agreement in accordance with Section 12 of the Agreement.
  - b) Independent Contractor and/or consultant will submit to TECHNERDS at the end of



Tech Nerds LLC  
17637 SW 20<sup>th</sup> Street  
Miramar, Florida 33029  
Ph: 954- 324-9185  
Email: RobertCollins@TechNerdsPlus.com  
Website: www.TechNerdsPlus.com

each week approved time sheet signed by an authorized official of the Assigned Client, and will enter hours into any electronic timekeeping system that may be required by the Assigned Client

- c) Independent Contractor and/or Consultant will arrange with the Assigned Client its hours and the location where Services will be performed.
- d) The contents of this Work Order, including but not limited to Independent Contractor's hourly rate, are a confidential matter between Independent Contractor and TECH NERDS and shall not be divulged by Independent Contractor or its consultants to any other party, including but not limited to the Assigned Client.

By signing below, the parties agree to the terms of this Work Order.

Tech Nerds LLC (TECH NERDS)

("Independent Contractor")

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_