

Sub Contractor Agreement

This master service agreement ("Agreement") is made and entered into on this _____ day of _____ 20____ ("EFFECTIVE DATE") between _____ ("Contractor") and IMPACT SIGNS AND BRANDING CORP ("Operator").

As compensation for the performance of the Services, Impact Signs and Branding shall pay Contractor fees as agreed upon in writing.

Contractor acknowledges and agrees that Contractor is an independent contractor and NOT an employee of Impact Signs and Branding. Contractor acknowledges and agrees that Contractor shall be solely obligated to pay any and all applicable social security, federal, state and local taxes, unemployment insurance, workers compensation insurance for Contractor and Contractor's employees and Contractor shall indemnify Impact Signs and Branding and hold Impact Signs and Branding harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees, asserted against Impact Signs and Branding in connection with the same. Impact Signs and Branding shall not withhold taxes, FICA payments or any other withholding of any nature from the fees paid to Contractor. Contractor may, at Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services. Contractor shall notify Impact Signs and Branding of the name and address of each employee employed by Contractor prior to starting work to comply with customer required access and liability provisions. If Impact Signs and Branding is not notified, it is considered in breach of this Work Order. Contractor assumes full and sole responsibility for the payment of all compensation and expenses of Contractor's employees and for all state and federal income tax, unemployment insurance, social security and other applicable withholdings. Contractor and Contractor's employees covenant and agree to make no claim against Impact Signs and Branding for unemployment benefits in connection with the services with any state and Contractor and Contractor's employees further agree to indemnify and hold Impact Signs and Branding harmless in the event any state asserts a claim against Impact Signs and Branding for unemployment insurance premiums or unemployment benefits as a result of Contractor's services.

Contractor agrees to carry general liability insurance in an amount that matches or exceeds that which Impact Signs and Branding carries. Contractor must provide certificate of general liability insurance naming Impact Signs and Branding as additional insured. It is to be kept in force throughout the duration of this agreement.

Contractor agrees that during the service schedule and for the twelve (12) month period following completion of the service schedule, Contractor nor Contractor's Employees shall not contact or cause to be contacted, directly or indirectly, or engage in any for or oral, verbal, written, recorded, transcribed, or electronic communication with Impact Signs and Branding client for the purpose of conducting business that is competitive or similar to that of Impact Signs and Branding or for the purpose of disadvantaging its business in any way. For the purposes of the Agreement, Contractor acknowledges and agrees that the identity of Impact Signs and Branding clients is not readily ascertainable or discoverable through public sources, and that Impact Signs and Branding clients were cultivated with great effort and secured through the expenditure of considerable time and money by Impact Signs and Branding. Notwithstanding anything to the contrary contained herein, Contractor acknowledges and agrees that Contractor's breach of this Agreement with respect to solicitation of customers would entitle Impact Signs and Branding to equitable relief, including injunctive relief, as well as legal (remedies) but for any damages suffered by Impact Signs and Branding as a result of Contractor's breach. This Agreement includes but is not limited to: Precise Graphics, CAV Contracting, Off The Wall, and the Beam Team.

Contractor acknowledges and agrees that all materials and tools supplied by Impact Signs and Branding to Contractor in connection with the services are materials belonging to Impact Signs and Branding and or Impact Signs and Branding's clients and Contractor has no right, title or interest in any such supplied materials. All unused materials must be returned to Impact Signs and Branding prior to payment of Contractor fees.



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Contractor agrees that from and after the termination of the relationship arising out of the agreement that Contractor shall not (and shall not permit any affiliated or associated operator or entity) for a period of one (1) year, associate in any capacity whatsoever, directly or indirectly, whether as a promoter, owner, (other than as a holder of less than 1% of the capital stock of a coporation traded publicly), officer, director, employee, co-venturer, partner, lessee, lessor, agent, consultant, broker or otherwise, engage in the provision of like or similar services with any current or previous customers of operator that have/has a business relationship with Impact Signs and Branding or it's affiliates and awarded to Contractor in any capacity during the term of this agreement. Contractor specifically consents to the entry of a Temporary Restraining Order (without bond) in the event Contractor violates this provision, and Contractor agrees to pay Impact Signs and Branding's reasonable attorney fees and costs incurred in obtaining injunctive relief.

This agreement shall be governed, construed and interpreted in accordance with the laws of the state of Tennessee without regard to any choice of law provisions. Any claim or lawsuit arising from or relating to the Agreement shall be filed and maintained in a court of competent jurisdiction in Knox County, Tennessee. To the extent allowed by the law, the parties of each waive the right to a jury trial for any matter arising from or relating to this Agreement.

Contractor's rate schedule as agreed up is as follows: _____

This document is agreed upon by the signing of a representative of each company.

CONTRACTOR

IMPACT SIGNS AND BRANDING CORP

Title

Date

Title

Date
