

Allwire Construction Solutions

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is made as of the date set forth below by and between Allwire Construction Solutions a Limited Liability Company whose principal address is 382 NE 191st St #109152 Miami, Florida 33179 (hereinafter referred to as "the Company"),
and

whose address is _____ (hereinafter referred to as "Contractor").

WHEREAS, the Company desires to engage Contractor on a non-exclusive, subcontractor basis to perform the Services to be performed on a work order basis and the Contractor desires to perform such Services on such basis; and the Company and Contractor desire to set forth herein, the terms of their agreements and understandings.

WHEREAS, the terms of this Agreement shall be binding on the parties hereto with respect to all services provided by Contractor to the Company, for any Client contracted with the Company in the absence of any other written agreement between the Company and the Contractor so long as this contract is in full force and effect.

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Term. The Term of this agreement shall commence on the Effective Date and shall continue for one year in accordance with the provisions set forth below. During the term of the Agreement, either party may terminate the Agreement for any reason without cause by giving 10 days written notice to the other party. The Company may terminate this Agreement for cause immediately. For purposes of this Agreement, "for cause" means any material breach of this Agreement by Contractor, or any misconduct or repeated performance issues in Contractor carrying out the duties under this Agreement. Upon effective date of the termination of this Agreement, the Company's obligation to pay compensation to the Contractor shall be terminated.

2. Provision of Services; Duties of Contractor.

(a) Contractor shall perform the Services on a work order basis, as follows: (1) in accordance with industry standards, specifications, and requirements; (2) in accordance with federal, state, and local regulations, specifications, and requirements; and (3) in accordance with the National Electrical Code (NEC) and the Occupational Safety and Hazardous Activities Act.

(b) To the extent that Company decides to utilize the services of Contractor, Company shall provide to Contractor work orders describing the locations, relevant contact information, and describing the types of work to be performed. Contractor may decline any set of work assignments and is not required to maintain a set schedule with Company. Once Contractor has accepted one or more assignments, Contractor shall timely and correctly complete said assignments pursuant to the terms and conditions of this Agreement. Just as Contractor may refuse work assignments, the Company shall be under no obligation to assign any work to Contractor.

(c) Since Contractor offers its services to the general public, other clients and contractors, Contractor has informed the Company of Contractor's availability and/or workload capabilities and the Company is relying on such information. Contractor warrants that it has the resources and capabilities to engage and complete workload assignments as stated in the Agreement on an as-needed basis. Should a reduction in workload capacity become necessary, Contractor shall inform the Company in writing at least (5) days before any actual reduction in workload capacity takes effect.

(d) The manner and means of performance of the work, including technique, sequence, procedures, selection and assignment of employees shall be subject to Contractor's exclusive discretion, supervision, and control. Contractor remains fully responsible for the proper completion of the work. Contractor is responsible for the payment of any expenses incurred by Contractor in completing the work, including, without limitation, wages of any employees of Contractor, fuel, and other costs.

(e) Contractor shall participate in and complete, at his own expense, any and all training and obtain any and all certifications required by the Company's clients; and any federal, state, local laws, rules or regulations, including those issued by licensing bodies. Any training cost, tools or other asset the company pays for or provides will need to be returned back to the company immediately upon termination of the contract, if one year contract is not fulfilled. After one year these items are considered bought and paid for by the contractor.

(f) Contractor shall maintain at his/her expense each and every license, permit, and/or certification required to be maintained in order to lawfully perform the Services. If paid for by the company these license, permits and/or certifications are owned by the company.

(g) Contractor will consider all qualified applicants for employment without regard to race, color, religion, sex, national origin, non-disqualifying mental or physical disability or veteran's status, or any other applicable protected class, and Contractor shall state such policy in all solicitations for employees.

(h) Contractor must maintain a separate business and must supply all necessary tools, equipment, vehicles, and the like required to perform the Services. (1) To facilitate product quality control and proper interfacing between components, Contractor may be furnished necessary materials and client equipment to perform each installation project. Contractor shall use such materials solely to perform the installations covered by this Agreement. Unused materials shall be returned to such location as directed by the Company. Contractor shall be responsible in full for loss or damage to such materials while in Contractor's possession or under its control.

(i) Contractor is responsible for controlling Contractor's expenses. Contractor acknowledges and agrees that Contractor may experience a loss and that there is no guarantee of a profit under this Agreement.

(j) Contractor is solely and completely responsible for conditions at the work sites relating to Contractor's safety and the safety of its employees and property during the performance of the Services. This requirement will apply continuously and is not limited to normal working hours. Safety provisions will conform to U.S. Department of Labor and Occupational Safety and Health Act, all state laws, and any other applicable federal, state, local laws, ordinances, codes, rules or regulations. Where any laws conflict, Contractor will abide by the more stringent requirement. Failure to thoroughly familiarize with the aforementioned safety provisions shall not relieve Contractor's obligations set forth herein.

3. Guarantee of Contractor of Workmanship. Contractor guarantees its work for one (1) year from date of completion to be free from any defects or faults in workmanship arising from, non-compliance with standard industry specifications and procedures, or Client's specifications. Should faulty workmanship be found, Contractor agrees that the Company shall either (1) give Contractor an opportunity to correct any deficiencies before sending another party to do, or (2) repair any deficiencies and, levy any resulting costs against Contractor's invoice.

4. Invoicing and Payment.

(a) The Company shall pay Contractor's invoices for services rendered on a weekly basis in accordance with the published rate schedule (piece rate – unless otherwise negotiated). Contractor shall be responsible for providing the Company with an electronic invoice, paper invoice, or Company's current software database, for services performed by the Contractor. Invoices in the form of dailies with codes, days worked etc. will be accepted by the Company for services performed by the Contractor. Payment for services will be made by the Company within (30) days from the invoice date – unless otherwise negotiated. Contractor shall bear all of Contractor's expenses incurred in the performance of this Agreement. Contractor shall bear expenses for Background checks and Drug Test only if contract is severed within first 90 days of start date. Contractor is fully responsible for all expenses to / from jobsite, on jobs including all materials. Company further reserves the right to withhold ten percent (10%) of approved invoices as retainer. The retainer shall be capped at \$2,500 per contract. All retainer is due to be paid out at 90 days after last job less any damage claims, lost equipment and materials, and failed quality controls. Company reserves the right to impose a 25% penalty on all due invoices if Contractor fails to give a two week notice to terminate this Agreement. On Cell Tower and Small Cell work the invoice will be paid out with (30) days of site being completed and approved – unless otherwise negotiated.

5. Contractor May Work For Others. Contractor is performing the Services for the Company on a non-exclusive basis. Nothing in this Agreement shall prevent Contractor from providing the Services to or for others, including competitors of the Company.

6. Independent Contractor Representations of Responsibilities.

(a) Contractor affirmatively represents and warrants that Contractor is an independent contractor and not an employee, agent, manager, partner, legal representative, joint venture or franchisee of the Company and the Contractor shall not be treated as an employee of the Company for federal or state tax purposes.

(b) The Company is not responsible for withholding and shall not withhold or deduct from Contractor's compensation FICA or taxes of any kind, unless such withholding becomes legally required, nor shall the Company pay unemployment compensation taxes on behalf of Contractor. Contractor shall be wholly responsible for any income, social security, or employment tax liabilities that may be applicable to fees paid by the Company pursuant to this Agreement and Contractor shall not be entitled to unemployment compensation as a result of performing services for the Company. Contractor agrees to indemnify the Company for any liability resulting from Contractor's nonpayment of such taxes and amounts.

(c) Contractor will be solely responsible for paying all expenses incurred by Contractor, including but not limited to, vehicle, equipment, insurance, payroll, and travel.

(d) Contractor is not authorized to and will not incur any debt, expense, obligation, or open any checking account on behalf of, for, or in the name of the Company.

(e) Contractor shall not have any authority to and shall not make any representation or warranty on behalf of the Company.

(f) Contractor shall not in any manner assume or create any obligation or responsibility, expressed or implied, on behalf or in the name of the Company, or act for, or bind the Company in any respect, except as expressly permitted pursuant to this Agreement. Contractor shall indemnify the Company from and against any liability, loss, damage, or expense, including attorney's fees arising out of any breach of this provision by Contractor.

(g) Contractor understands that it is solely Contractor's responsibility to comply with all federal, state, and local obligations, including taxes, income or otherwise, and to obtain all licenses and other authorizations required to lawfully operate Contractor's business. As an independent business owner, Contractor is responsible for filing all required tax returns and information reporting with federal, state, and local tax authorities, including IRS Form 1099 for payments made to others. Contractor shall provide the Company with all federal, state, and local tax identification numbers, licenses, and all other information reasonably required by the Company.

(i) Contractor affirmatively represents and warrants that Contractor either has requisite workers compensation insurance in place or is exempt from workers compensation insurance requirements and has not affirmatively elected to be covered by workers compensation.

(j) Contractor shall have a valid driver's license with a satisfactory record at all times

7. Insurance. Contractor shall maintain the following insurance coverage at all times:

(a) Workers Compensation Insurance in compliance with the laws of the state in which contract work is performed or a valid workers compensation exemption, as noted in section 6(h) above. Contractor does hereby indemnify and hold Company and its agents, employees, clients and customers of its clients harmless from and against any and all claims, demands, suits or proceedings of any kind which might be brought by, under or through Contractor. This indemnification shall include any and all damages, losses, costs or expenses including attorney's fees, expert witness fees and other litigation expenses incurred in defending against any such claims. This indemnity obligation shall survive the termination of this Agreement.

(b) Comprehensive general liability insurance with the following limits:

Bodily Injury:	\$1,000,000 for each occurrence, \$2,000,000 in the aggregate
Property Damage:	\$1,000,000 for each occurrence, \$2,000,000 in the aggregate

(c) Commercial Vehicle Liability Insurance with the following limits:

Bodily Injury:	\$100,000 for each occurrence, \$300,000 each accident or single limit	Property Damage:	\$100,000 for each occurrence, \$300,000 single limit
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8. Indemnification. Contractor does hereby indemnify and hold Company and its agents, employees, clients and customers of its clients harmless from and against all claims, demands, suits or proceedings of any kind which might be brought by, under or through Contractor. This indemnification shall include all damages, losses, costs or expenses including attorneys fees, expert witness fees and other litigation expenses incurred in defending against any such claims. However, such indemnification shall not include claims of or damages resulting from gross negligence or willful, wanton or intentional misconduct of the Company or for statutory violation or punitive damages, except and to the extent the statutory violation or punitive damages are caused by or result from acts or omissions of Contractor, its subcontractors and any of their respective employees or agents or anyone for whose those acts they may be liable. This indemnity obligation shall survive the termination of this Agreement.

9. Arbitration of Disputes; No Class or Collective Actions.

(a) The parties agree that any claim or dispute arising out of, or related to, this Agreement or any aspect thereof, including but not limited to claims based upon the contractor sub-contractor relationship (including any compensation claim, such as, a claim under the Fair Labor Standards Act, any claim for wrongful termination, or any claim based upon any statute, regulation, or law, including those dealing with compensation, discrimination, sexual harassment, or civil rights, age, or disabilities), and including all other claims under federal, state, local statutory or common law, the law of contract, law of tort and any dispute whether this dispute resolution and arbitration provision is valid (each of the above hereinafter referred to as a "Claim"), shall be addressed by submitting such Claim(s) to an binding arbitration administered by the American Arbitration Association, and judgment on the award rendered by the Arbitrator may be entered in any court in the jurisdiction in which the work is performed.

(b) The parties agree that the arbitration process will be conducted in accordance with the Rules and Procedures of the American Arbitration Association applicable to the Claim(s), with each party to bear their own costs, and attorney's fees, and with the arbitration filing fee to be borne by the Company. During the course of the arbitration, each party will be responsible for 50% of the arbitrator's fees; however, upon resolution of the arbitration, the non-prevailing party to the dispute (as determined by the arbitrator) shall be responsible for the payment of 100% of the arbitrator's then outstanding fees and for the reimbursement of any and all arbitration fees paid for by the other party. Upon filing the Demand for Arbitration, and service of said demand upon the other party, the Arbitration shall be stayed for thirty (30) days to allow the parties to negotiate a resolution. Upon expiration of the thirty (30) day period, a single Arbitrator shall be selected in accordance with this section. Each party shall agree to the selection of the arbitrator from a list of arbitrators provided by the AAA. If there is an impasse in the selection of the arbitrator, the parties agree that the American Arbitration Association shall choose the arbitrator.

(c) The parties agree that arbitration shall be the sole means of Claim resolution; they expressly waive their right to file a lawsuit against one another in any civil court for any Claim, except to enforce a legally binding arbitration decision. Each party hereby further affirmatively waives its respective rights to arbitrate any Claim on a class action or collective action basis; neither party shall bring a Claim as a representative of a class or collective action or participate as a member of a class or collective action. Furthermore, neither party may consolidate or join the Claims of other persons that may have similar Claims to that of the party.

(d)

10. Attorney's Fees. In the event of a dispute or if arbitration proceedings are instituted by either of the parties hereto, the prevailing party to said dispute or arbitration shall be entitled to reimbursement for reasonable attorney's fees and costs incurred in connection with said dispute or arbitration procedure. In determining the prevailing party, the Arbitrator shall take into account any offer made during the thirty (30) day period described in § 9(b) of this Agreement. In the event that the principal award, including interest and attorney's fees incurred as of the commencement of the thirty (30) day period, does not exceed the offer made by the other party, that other party shall be considered the prevailing party. Further, in the event that a party incurs attorney fees and costs enforcing the mandatory arbitration provision contained in this Agreement, such party, if they prevail in enforcing such arbitration provision the party, shall be entitled to reimbursement for its reasonable attorney's fees and costs incurred in enforcing such provision, before the initiation of the arbitration proceeding may begin and without regard to the outcome of the arbitration proceeding. For purposes of this Section, the term "attorney's fees and costs" shall include, without limitation, the actual attorney fees incurred in retaining counsel for advice, suit, appeal or any other legal proceedings.

11. Assignment. No assignment or delegation of this Agreement shall be made by Contractor.

12. Warrants. Contractor warrants it fully understands and accepts all the terms and conditions of this Agreement.

13. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements. This agreement may be changed only in written form signed by both parties, annexed to and/or stated to be an amendment hereof.

14. Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida and any Arbitration hereunder shall be conducted in the State of Florida.

15. Paragraph Headings. The paragraph headings inserted in this Agreement are only for convenience, and in no way define, limit or describe the scope or intent of any provision of this Agreement.

16. Severability. If any term, covenant, warranty, paragraph, clause, conditions or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, and this Agreement shall be cumulative, and shall not be exclusive of any rights, remedies and benefits allowed by law or equity to the Owner and the Contractor.

17. No Waiver of Rights. Failure by the Contractor or the Owner to insist upon or enforce any of his rights shall not constitute a waiver thereof and nothing shall constitute a waiver of the rights of either party to insist upon strict compliance with the provisions of this Agreement.

18. Changes in Writing Only. No changes or modifications of this Agreement shall be valid unless in writing and signed by all of the parties to this Agreement. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the person or party against who charged.

In Witness Hereof, the parties hereto have affixed their signatures intending to be bound by the terms and conditions of this Agreement on the _____ day of _____, 202__.

By: _____ (Print Name) _____
(Signature)

Federal Business I.D. # or Social Security #: _____

Allwire Construction Solutions.

I have carefully read, fully understand and accept Allwire Construction Solutions Independent Contractor Agreement concerning my relationship with Allwire Construction Solutions as an independent contractor in the business of performing Traffic Control, Cell Tower and Small Cell Builds, Upgrades and Maintenance, Fiber and Coax Splicing and Splicing related Projects Services and Fiber and Coax OSP Builds, Upgrades and Maintenance Projects which will be assigned by Allwire Construction Solutions.

I fully understand that upon termination of my contract with Glass Communications all retainage, if applicable, will be held for 90 days respectively, from the last job performed. The retainage will be returned less any training cost, tools, chargebacks and/or claims to the deposit account on file with Allwire Construction Solutions. I fully understand that it is my responsibility to update Allwire Construction Solutions of any change to my banking information.

(Initials)_____I understand that, I am a self-employed person and NOT an employee of Allwire Construction Solutions. Therefore, I understand that I am NOT entitled to any of the rights, privileges, benefits, or protection provided for employees. This includes holiday, sick or vacation pay, insurance of any kind, overtime, unemployment benefits, worker's compensation or any other employee benefits. I further understand that no federal, state, or local employment laws apply to me as an independent contractor.

(Initials)_____I understand that I am responsible for furnishing my own transportation, gas, accommodations, tools, and work schedule.

(Initials)_____I understand that I will receive a 1099-MISC. form, from Allwire Construction Solutions at the end of the year, that I am responsible for paying all of my own taxes, and that I must provide Allwire Construction Solutions with a direct deposit form to facilitate payments to me.

(Initials)_____I understand that I will not receive training from Allwire Construction Solutions, but will be expected to perform work according to the customer's specification.

(Initials)_____I understand that if the Jurisdiction in which I will be performing services under the Agreement requires Workers Compensation Insurance if I employ other persons, I must, by law, have worker's compensation to cover them.

(Initials)_____I understand that I must grant Allwire Construction Solutions permission to complete a background check, including identification verifications MVR and criminal checks and drug testing as part of this contract approval, and is necessary to satisfy the requirements from customers of Allwire Construction Solutions, rather than from Allwire Construction Solutions itself. Furthermore, I understand that an annual background check will be completed by Allwire Construction Solutions. I further understand that if Allwire Construction Solutions discovers any unfavorable report as part of these checks, which was not self- reported by Independent Contractor, that Allwire Construction Solutions may terminate this contract immediately.

(Initials)_____I understand that I am bound by the terms of this Agreement. Any oral agreements not reduced to writing and deemed a codicil to the Agreement will not be considered part of this Agreement and in no way will ever supersede the executed Agreement.

(Initials)_____I understand that my contract can be terminated at any time.

By signing below, I understand that, I agree to the terms above, and that I have read and understand the entire contract with Allwire Construction Solutions.

Independent Contractor Signature: _____

Independent Contractor Name (PRINTED): _____

Independent Contractor Federal ID Number or Social Security Number: _____
(The number associate with the name on this contract)

Date: _____

ACKNOWLEDGMENT OF SAFETY REGULATIONS

I understand that I am responsible for providing all required safety equipment and that I have been informed by Allwire Construction Solutions that I MUST follow all safety regulations set forth by the cable company and OSHA. This includes but is not limited to: wearing hard hat, harnesses, safety belt/lanyard and proper footwear while ascending, descending and working from Ladders, Buckets or Towers and following ALL safety procedures and policies set forth by OSHA or Allwire Construction Solutions. I understand that there is a ZERO tolerance policy when it comes to safety and ANY violation of safety policies or procedures WILL automatically result in termination of this contract.

Again, I understand, that my contract will be terminated immediately should I fail to follow all SAFETY regulations.

By signing below, I understand that, I am agreeing to the safety regulations above.

Independent Contractor Signature : _____

Independent Contractor Name (PRINTED) : _____

Date: _____