

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is between Web Access for the Blind, LLC (“Company”) and the Contractor identified below. It becomes effective when signed by both parties.

Contractor/Business Name _____

Address _____

Responsible Party _____

Phone _____

1. SERVICES

Contractor will market the Company’s website accessibility program to Contractor’s small-business clients and may schedule appointments or presentations. Contractor controls how, when, and where these activities are performed, subject to this Agreement.

2. COMPENSATION

The Company will pay Contractor exactly \$750 for each new client accepted by the Company as a result of Contractor’s efforts, and another \$750 for each later year that client renews and makes its renewal payment. Each payment will be made within 10 days after the client’s initial or renewal payment has been successfully received and processed by the Company. Contractor is responsible for all taxes on payments received.

3. INDEPENDENT CONTRACTOR

Contractor is an independent contractor, not an employee, partner, or agent of the Company. Contractor sets its own hours and methods, may work for others, receives no employee benefits, and is responsible for its own expenses, equipment, insurance, and taxes. Contractor has no authority to bind the Company.

4. CONTRACTOR’S CLIENTS

Contractor’s clients remain Contractor’s clients. The Company will use client information only to process and service the Web Access for the Blind program and will not independently solicit those clients or use their information for unrelated marketing or sales.

5. CONFIDENTIALITY

Contractor will keep non-public Company information confidential, including customer information, pricing, business methods, processes, marketing materials, products, services, and operations. These obligations continue after this Agreement ends. Contractor will require any employees or agents with access to such information to keep it confidential.

6. COMPANY NAME AND MATERIALS

Contractor may not use the Company’s name, trademarks, marketing materials, or other intellectual property in advertising or promotions without permission. Contractor may identify itself as an independent contractor authorized to market the program. Upon termination, Contractor will return or stop using Company property and confidential materials as requested.

7. CONFLICTS OF INTEREST

Contractor may provide services to other businesses but may not use Company confidential information to compete with the Company or assist a competitor, and will avoid direct conflicts with this Agreement.

8. TERM AND TERMINATION

Either party may terminate this Agreement at any time. Termination does not eliminate obligations for programs already submitted or in process unless the parties agree otherwise. Contractor will reasonably cooperate in completing programs already underway. The Company may terminate immediately for fraud, dishonesty, misconduct, misuse of confidential information, or material breach.

9. GENERAL TERMS

This Agreement is the entire agreement between the parties on these matters and replaces prior oral or written agreements. Changes must be in writing and agreed to by both parties. If any provision is unenforceable, the remaining provisions remain effective. Texas law governs. At the Company's option, a dispute may be submitted to binding arbitration in Austin, Texas.

10. AGREED AND ACCEPTED

WEB ACCESS FOR THE BLIND, LLC	INDEPENDENT CONTRACTOR
By: _____	Business Name: _____
David O. Steckelberg, President	By: _____
Date: _____	Printed Name: _____
	Date: _____
	Phone: _____