



INDEPENDENT CONTRACTOR AGREEMENT

Earning Freedom, a registered California Corporation is a home-based business. It offers income opportunities through Independent Contractor Agreements to formerly incarcerated people and others who have a vested interest in improving outcomes of America’s criminal justice system.

This document is the standard Independent Contractor Agreement ("Agreement") that Earning Freedom offers, in accordance with the following mutually agreed upon terms.

Revision History

Revision:	Date:	Purpose:	Prepared:
1.0	January 25, 2021	Initial Draft of Independent Contractor Agreement.	Michael Santos

1. Agreement:

This Agreement is made and effective this **(Insert Date)** by and between the following parties:

Earning Freedom (“Company”)	Contractor / Consultant (“Consultant”)
Earning Freedom Taxpayer ID: 81-5093837 California Corporation: C3978317 Duns: 080599138 Cage Code 864A3 32565 Golden Lantern Street B-1026 Dana Point, CA 92629 Carole@EarningFreedomCorp.com DBA and Affiliated Companies: <ul style="list-style-type: none"> • Compliance Mitigation • Prison Professors • Prison Professors Charitable Corporation • White Collar Advice • Corporate Information Link Authorized Signature and responsible party: Michael Santos, CEO	Insert Name Insert Taxpayer Number Insert Mailing Address Insert City, State Zip Insert Email address Insert Phone number Initial that W-9 provided (Link to W-9)

Contractor Initial: _____

Now, therefore, Consultant and Client agree as follows:

1. Earning Freedom hereby engages Consultant, and Consultant accepts engagement, to provide to Earning Freedom ("Company") the following services ("Services"):
2. Consultant represents that he or she has subject-matter expertise pertaining to matters related to the criminal justice system. Consultant has gone through a government investigation, a criminal prosecution, or a sanction by a federal or state court or government agency. Consultant represents that he or she will rely upon that expertise to assist Company in the lawful delivery of services to the Company's clients. Those services (hereinafter defined as "Work") may include:
 - a. Ghostwriting documents,
 - b. Consulting on matters pertaining to government investigations or criminal justice matters as a subcontractor to Earning Freedom clients,
 - c. Providing digital publishing services,
 - d. Graphic design services,
 - e. Fielding sales calls from prospective customers,
 - f. Due diligence reviews of companies seeking compliance advice,
 - g. Writing reports, policies, handbooks and manuals,
 - h. Other work that is in accordance with the law, and with Company training/messaging systems.
3. Consultant agrees and understands that the Company forbids anyone from making any misrepresentations, at any time. Consultant agrees not to make any misrepresentations, at any time, and understands that:
 - a. The Company is not a law firm and does not dispense advice that anyone could misconstrue as practicing law without a license.
 - b. The Company guarantees to provides honest services, based on personal experience of having gone through government investigations, criminal prosecutions, the prison system, and recalibrating after such experience.
 - c. The Company does not guarantee any specific outcome with regard to how a court or stakeholder will respond to a client's efforts at self-advocacy.
4. Consultant agrees to voluntarily disclose to the Company's clients, for which Consultant performs work (as described above in Item 2), Consultant's past experience pertaining to a government investigation, a criminal prosecution, or a sanction by a federal or state court or government agency, especially including convictions for any felony(ies).
5. The Company will not have any influence on setting work hours for the Consultant. The Consultant will bill the Company at the agreed upon-per-project rate. (Please see Section 4 of this Agreement).

6. The Company will manage consultant Work through Company's in-house CRM systems and workflow systems.
7. The Company may or may not issue Consultant with a Company email address. Consultant agrees that use of an email address does not translate into an employment agreement and that use of any such email address shall be solely limited to company related business.
8. The Consultant will provide necessary equipment, including telephone access, computer, and Internet service necessary to complete contract work for Company.
9. The Consultant will perform all services and Work on a project basis, and on an off-site basis, as a work-from-home contractor.
10. The Consultant will perform all services as a work-from-home contractor at a mutually agreed upon rate, or on a mutually agreed upon commission schedule, as defined in an appendix to this Agreement, if appropriate for the role Contractor will fill.
 - a. Hourly Rate: _____.
 - b. Weekly Rate: _____.
 - c. Project Rate: _____.
11. The Company agrees to provide Consultant with a monthly oral performance review during the first month and quarterly thereafter, and at its sole discretion, the Company may agree to provide performance bonuses on a per-project basis.
12. The Consultant and the Company agree that in order to carry out the Work described in this Agreement, the Consultant may incur travel costs, meal costs, or other expenses associated with the performance of services.
13. The Consultant will bear the costs of all travel expenses, meal costs, or other expenses associated with performing services, unless otherwise agreed to in writing between Consultant and the Company. Provided the Company and the Consultant are in agreement, the Consultant may submit an invoice on a weekly basis to the Company for such expenses. Consultant may also separately submit invoices for unanticipated business-related expenses. The Company and the Consultant will settle all unanticipated expenses on a weekly basis in good faith. The Consultant understands that the Company will only consider expenses on a per-project basis.

2. Term:

1. Consultant shall provide services to the Company and the Company's clients pursuant to this Agreement for a term commencing on (Insert Date) and ending on December 31, 2021.

2. Prior to December 31, 2021, the Company and the Consultant shall discuss terms and conditions regarding future agreements.
3. Until the Company and the Consultant reach a new written agreement, this agreement shall continue to be effective in the same terms and conditions even after December 31, 2021, unless the Company and the Consultant reach a new written agreement.

3. Place of Work.

Consultant shall render services primarily on a work-from-home basis. On some occasions, the Consultant may have to visit a place of business for one of the Company's clients. In those cases, the per-project fee will include Consultant's anticipated travel costs or expenses associated with delivering the contracted services that the Consultant provides.

4. Time.

The Consultant has complete discretion over the Consultant's daily schedule and hours worked under this Agreement. The Company will not, in any way, dictate the Consultant's work hours. The Company expects that the Consultant will be self-directed, and complete Services in a timely manner, but Consultant will have sole discretion on hours worked, without supervision or input from the Company.

5. Payment.

In accordance with this Agreement, The Company shall pay the Consultant in accordance with the rate specified in Sections 1.9 through 1.12 above. The Company will settle all outstanding debts with Consultant every Friday for work performed through the previous day. Payments may be withheld by Company from Consultant for a reasonable period of time, if and when Consultant fails to timely provide Services under the Agreement.

Consultant, moreover, recognizes and acknowledges that failure to complete a project would materially impact the Company and its ability to perform Work for the Company's clients. Payments may be withheld by Company from Consultant, if and when Consultant elects to abandon a project or terminate Consultant's relationship with the Company mid-project.

6. Covenant Not to Compete.

1. Consultant understands that the Company invests substantial resources to generate intellectual property. The Consultant also understands that the Company also invests significant resources to cover marketing costs, sales costs, and customer-acquisition costs. Further, the Company invests heavily for web-development, software, and customer-relationship management programs.
2. The Company aspires to provide formerly incarcerated people with income opportunities. The Company encourages all Consultants to work toward becoming financially independent, law-abiding, tax-paying citizens. The Company encourages all Consultants,

including the Contractor to this agreement, to work independently and to generate additional income opportunities separate from the Company at the Consultant's sole discretion.

3. The Consultant agrees to act in good faith with the Company, respecting the Company's investment in intellectual property, infrastructure, marketing, and customer-acquisition.
4. This Agreement is an at-will, Independent Contractor Agreement. The Company does not place any restrictions on the Consultant's ability to contract with others or to generate additional income-generating opportunities.

7. Confidentiality.

During the term of this Agreement, and thereafter for a period of ten (10) years, the Consultant shall not, without the prior written consent of the Company or the Company's client, disclose to anyone any Confidential Information about the Company or a client of the Company.

1. "Confidential Information" for the purposes of this Agreement, shall include either party's proprietary and confidential information such as:
 - a. The names of the Company's clients,
 - b. The Company's business plans,
 - c. The Company's marketing plans,
 - d. The Company's financial information,
 - e. The Company's workflow.
2. The Company and the Consultant propose to disclose certain of its confidential and proprietary information (the "Confidential Information") to the other. On some occasions, the Company's client may be a law firm, and attorney-client protection may exist between the Company and all of the work-product that the Company produces. For these reasons, the Contractor must agree to maintain confidentiality regarding all Services the Contractor provides to the Company on behalf of the Company's clients
3. Confidential Information shall include all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, methods, strategies, Business plans, methods, strategies, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, or any third parties. The parties agree that any Information obtained as a result of this agreement is confidential. The parties agree that information which is already known to the public or easily accessible to the public is not considered to be confidential.
4. The parties agree that the Confidential Information is to be considered confidential and proprietary to the Company. Both parties shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of the Company business, and shall disclose only discuss information with the Company or the Company's clients, on a need-to-know basis.

5. The Consultant agrees not disclose, publish or otherwise reveal any of the Confidential Information received from the other party to any other party whatsoever, without the specific prior written authorization from the Company.

8. Liability.

1. Neither the Company nor the Company's clients shall be liable for a loss or damage to Consultant's equipment under the terms of this agreement. Consultant's equipment shall be Consultant's sole and exclusive responsibility.
2. The Company's liability is limited to the damages incurred from the Company's own conduct in the performance of its duties described in this agreement. The Company is not liable for any damages incurred because of Consultant's failure to comply with the law, or with the specific training the Company provides, or with the expressly stated terms of this Agreement, including those specified in Sections 3 a-c and 4 of the first part of this Agreement.

9. Termination.

1. The Company may terminate this Agreement with Consultant, at any time, if any of the following occur:
 - a. Consultant fails to provide the Services by reason of temporary or permanent illness, disability, or incapacity.
 - b. Consultant fails to timely provide Services of the quality and expectations required of the Work contracted to Consultant.
 - c. Breach or default of any material obligation of Consultant pursuant to any part of this Agreement.
2. The Consultant may terminate this Agreement:
 - a. For any reason, at any time.

10. Independent Contractor

1. Throughout this Agreement, both the Company and the Consultant agree that the Consultant shall be an Independent Contractor. The Contractor is not an employee, partner or agent of the Company.
2. Consultant shall not be entitled to nor receive any benefit normally provided to the Company employees, such as, but not limited to vacation payment, retirement, health care or sick pay.
3. The Company shall not be responsible for withholding income or other taxes from the payments made to Consultant.
4. Consultant shall be solely responsible for filing all returns and paying any

income, social security or other tax levied upon or determined with respect to the payments made to Consultant pursuant to this Agreement.

11. Dynamex and the “ABC Test” of Independent Contractors:

1. The Company hereby provides Consultant with notice of the California Case Law known as *Dynamex Operations West, Inc. v. Superior Court and Charles Lee Real Party in Interest* 4 Cal.5th 903 (Cal 2018), a landmark case handed down by the California Supreme Court on April 30, 2018 (“*Dynamex*”).
2. In *Dynamex*, the California Supreme Court adopted an “ABC test” to distinguish between an employee and an independent contractor for purposes of claims arising under California Wage Orders.
3. Under the ABC test, the court will presume a person is an employee unless the Company and the Consultant agree on all of the following:
 - a. That the Consultant is free from control and direction of the Company in connection with the performance of the work or Services, both under the contract for the performance of the work and in fact.
 - b. That the Consultant performs work that is outside the usual course of the Company’s business (*In this case, Company retains Consultant as a subject-matter expert, with personal experience of going through government investigations, or the criminal justice system*). And,
 - c. That the Consultant is customarily engaged in an independently established trade, occupation or business of the same nature as the work performed.
4. If the Company fails to show that the individual contractor satisfies each of the three criteria in the ABC test, the Company must treat the contractor as an employee.
5. The Company and the Contractor agree that, at all times, the Contractor functions as an independent contractor in accordance with the ABC test of the *Dynamix* decision.

12. Consultant Rights and Responsibilities:

1. Consultant agrees to work from a location that the Consultant chooses, and the Company does not influence.
2. Consultant may negotiate rates with the Company for Services.
3. Consultant may set hours to perform Services.
4. Consultant has subject-matter expertise and may perform the same type of work with another hiring entity for the same type of work, provided such does not contravene Sections 6 and 7 of this Section.
5. Consultant regularly exercises discretion and independent judgment in performing the Services.

6. Consultant must, at all times, operate in compliance with the law.
7. Consultant may not, at any time, misrepresent any Work to a client of the Company.

13. Tools and Supplies.

Unless otherwise agreed to in advance, Consultant shall be solely responsible for procuring, paying for, and maintaining any computer equipment, software, paper, tools, utility fee or supplies necessary or appropriate for the performance of Consultant's services hereunder.

14. Conflict of Interest.

It is the policy of either party to conduct its affairs in strict compliance with the letter and spirit of the law, and to adhere to the highest principles of business ethics. Accordingly, all officers, employees and independent contractors must avoid activities, which are in conflict, or give the appearance of being in conflict, with these principles and with the interests of either party. If Consultant believes such a conflict may exist or arise, Consultant must immediately bring such conflict to the attention of the Company.

15. Controlling Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any dispute regarding this agreement must be resolved in a California court. Jurisdiction is based in Orange County, California.

16. Headings.

The headings in this Agreement are inserted for convenience only and shall not be used to define, limit or describe the scope of this Agreement or any of the obligations herein.

17. Final Agreement.

This Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. This Agreement may be amended, supplemented or changed only by an agreement in writing signed by both of the parties.

18. Notices.

Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, or sent by recognized overnight courier to the addresses listed in Section 1 of this Agreement.

19. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid

or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first above written.

On behalf of the Company:

_____ Date: _____
Michael Santos,
Earning Freedom
Chief Executive Officer

On behalf of the Contractor:

_____ Date: _____
Name of Contractor

- Contractor has provided the Company with an IRS Form W9 for tax purposes, available by download with this link: [DOWNLOAD W9](#).
- Company has provided Contractor with a link to [corporate information](#).

Contractor Initial: _____