INDEPENDENT CONTRACTOR AGREEMENT

PARTIES

- This Service Contract Agreement (hereinafter referred to as the **"Agreement"**) is entered into on _____ (the **"Effective Date"**), by and between _____, with an address of _____, (hereinafter referred to as the **"Service Provider"**) and OIAA, Inc, with an address of 500 Westover Dr #31000, Sanford, NC 27330, (hereinafter referred to as the **"Client"**) (collectively referred to as the **"Parties"**).

LIST OF SERVICES PROVIDED AND THEIR PRICES

- During the period of this Agreement, the Service Provider shall have the responsibility to perform and provide the following services (hereinafter referred to as "**Services**"):

1. _____ (Price: _____)
2. _____ (Price: _____)
3. _____ (Price: _____)
4. _____ (Price: _____)
5. _____ (Price: _____)
6. _____ (Price: _____)
7. _____ (Price: _____)
8. _____ (Price: _____)
9. _____ (Price: _____)
10. _____ (Price: _____)

- The Services are to be paid for as follows:
  Amount at signing of this Agreement: $_____
  Amount at the completion of the provision of the Services: $_____ upon completion of services on each date.

INVOICES

- The Parties agree that the invoiced amounts must be paid within 10 days after the Client receives the invoice.

TERM OF AGREEMENT

- This Agreement shall be effective on the date of signing this Agreement (hereinafter referred to as the "**Effective Date**") and will end on indefinitely.

- At the end of the term of the Agreement, it will not be automatically renewed for a new term.

TERMINATION

- This Agreement may be terminated in the event that any of the following occurs:

    1. Immediately in the event that one of the Parties breaches this Agreement.

    2. At any given time by providing written notice to the other party 7 days prior to terminating the Agreement.

- Upon terminating this Agreement, the Client will be required to return all the Service Provider's products or any other content (if any) at his/her earliest convenience, but not beyond 7 days.

- This Agreement will automatically end upon the completion of the provision of the Services and payment.

RELATIONSHIP OF THE PARTIES

- The Parties agree that this is a non-exclusive agreement and that the Parties are regarded as independent contractors.

AMENDMENTS

- The Parties agree that any amendments made to this Agreement must be in writing, where they must be signed by both Parties to this Agreement.

- Accordingly, any amendments made by the Parties will be applied to this Agreement.

ASSIGNMENT

- The Parties are not entitled to assign the responsibilities that they have under this Agreement to anyone else, unless both Parties agree to the assignment and provide such agreement in writing.

ENTIRE AGREEMENT

- This Agreement contains the entire agreement and understanding among the Parties to it with respect to its subject matter, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to its subject matter. The express terms of the Agreement control and supersede any course of performance and/or usage of the trade inconsistent with any of its terms.

SEVERABILITY

- In the event that any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain in force in accordance with the Parties' intention.

GOVERNING LAW

- This Agreement shall be governed by and construed in accordance with the laws of New Jersey.

ALTERNATIVE DISPUTE RESOLUTION

- Any dispute or difference whatsoever arising out of, or in connection with, this Agreement shall be submitted to negotiation in accordance with, and subject to the laws of New Jersey.

SIGNATURE AND DATE

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated by their signatures below:

SERVICE PROVIDER

Name:_____

Signature:_____

Date:_____

CLIENT

Name:_____

Signature:_____

Date:_____