

INDEPENDENT CONTRACTOR AGREEMENT

FirstEditing.com and all affiliated websites of Pro Writing & Editing Group, Inc. and affiliated websites / Pro Writing & Editing Group, Inc.

I. Relationship

This agreement is entered into electronically from 75 N Woodward Ave., #85151, Tallahassee, FL 32313, USA as of the

5 day of MARCH 2019
Month & Year

between FirstEditing.com and all affiliated websites of Pro Writing & Editing Group, Inc. and

FRANK (PETE) CRITELLI
(Independent Contractor)

Name: FRANK (PETE) CRITELLI

Address: P.O. BOX 2385 / 5 N. VILLARD

City, State, Zip, Country: RED LODGE, MT. 59068 USA

Social Security Number: 207-36-3750

TAX ID #: _____ COUNTRY _____

Phone Number: (406) 426-0762 Email: DRIFTER2610@GMAIL.COM

Alt. Phone: _____ Alternate Email: _____

Cell Phone Number: SAME Alternate Email: _____

Emergency Contact: CAROLYN Phone: (406) 426-4325

hereinafter, referred to as Independent Contractor.

Admin Initials:

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Complete, sign, scan, and email to: hireme@FirstEditing.com

FAX: 1-866-447-1384

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II. Compensation

Independent Contractor acknowledges and agrees to be paid per assignment according to the individual payment and terms emailed to the Independent Contractor from FirstEditing.com and all affiliated websites of Pro Writing & Editing Group, Inc.

- Speechwriters earn 36 percent of all speechwriting orders
- Speechwriters earn 47 percent of all additional services added to speechwriting orders
- Speechwriters earn \$4.00 for every speech sample completed
- Speechwriters earn a 1.8 percent bonus for orders resulting from samples

III. Duties

- Write unique and engaging speeches for clients based on information provided by clients. Speech information will be provided in writing or verbally from clients or project managers
- Coordinate and schedule phone consultations with clients, when applicable
- Hold phone consultations with clients to interview and gather speech information
- Provide professional speechwriting samples within two hours of receipt/assignment from the database and/or office, when assigned
- Use spell-check & grammar check from Microsoft Word to ensure quality of each speech
- Complete each assignment on time according to the United States Eastern Standard Time
- Provide immediate notification to administration if unavailable to fulfill an assignment. Request that this work be assigned to another speechwriter
- Give immediate notification if any project is uncomfortable, unfamiliar, confusing, or too difficult. Request that this work be reassigned to another speechwriter
- Provide professional communication via email or phone with clients as requested
- Fulfill our Satisfaction Guarantee whereby you will revise a speech if original instructions are not followed or information provided is not included
- Perform a minimal revision of up to three or four sentences if a client requests a revision
- Perform a more extensive revision if a client pays a rewrite fee

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- Keep open communication with FirstEditing.com and its affiliated websites regarding your financial goals, workloads, availability, thoughts for improvement, and satisfaction

IV. Responsibilities

In consideration of the mutual agreements herein contained, FirstEditing.com and all affiliated websites of Pro Writing & Editing Group, Inc. and the Independent Contractor mutually agree as follows:

1. Relationship Between Parties: It is the express declaration of the parties to this agreement that no employee relationship or contract of employment exists or has been established between them. The Independent Contractor is retained by FirstEditing.com and all affiliated websites of Pro Writing & Editing Group, Inc. only for the purposes and to the extent outlined in this agreement. The Independent Contractor's relation to FirstEditing.com and all affiliated websites of Pro Writing & Editing Group, Inc. shall, during the period they provide services hereunder, be that of an Independent Contractor. They shall be free to dispose of any portion of their time, energy, and skills when they are not providing services to FirstEditing.com and all affiliated websites of Pro Writing & Editing Group, Inc. in such manner as they see fit. They may provide such to any persons, firms or corporations as they deem advisable, provided that such conduct is not a conflict of interest as outlined in Section V. Independent Contractor shall not be considered under the provisions of this Agreement or otherwise as having an employee status.
2. Payment of Taxes: The Independent Contractor will not be treated as an employee for state or federal tax purposes on the services rendered under this agreement. FirstEditing.com and all affiliated websites of Pro Writing & Editing Group, Inc. shall, to the extent it is legally required to do so, file all necessary tax information and reports (1099 within the USA) with the appropriate federal and state agencies, to report income of the Independent Contractor arising under this agreement. FirstEditing.com and all affiliated websites of Pro Writing & Editing Group, Inc. shall not withhold income taxes, social security taxes, disability insurance, unemployment insurance payments, or any other assessment or taxes from the earnings of the Independent Contractor unless required to do so by law notwithstanding the independent contractual relationship to the parties. The Independent Contractor represents and warrants that they will report all income earned from FirstEditing.com and all affiliated websites of Pro Writing & Editing Group, Inc. under this agreement. Furthermore, they shall pay all federal, state and local income, self-employment taxes, workman's compensation, and other assessments required to be paid by them under law.

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3. Termination: This Agreement and the relationship between the parties may be terminated at any time by either party. This Agreement shall be immediately terminated by FirstEditing.com and affiliated websites of Pro Writing & Editing Group, Inc.'s election without notice upon the occurrence of any of the following:
 - a. Any breach of this Agreement by the Contractor;
 - b. The failure of the Independent Contractor to comply with any statute, law, or regulation applicable to their activities; or
 - c. Any private solicitation or personal communication with FirstEditing.com and affiliated websites of Pro Writing & Editing Group, Inc.'s clients.
4. Payment of Earnings: Payment of Independent Contractor's earnings will be paid MONTHLY by PayPal or electronic fund transfers (ACH) to US bank account. Payment will be transacted to the Independent Contractor on or before the first Monday of the following month.
5. Equipment issued: Online database and any other office tools provided by FirstEditing.com and all affiliated websites of Pro Writing & Editing Group, Inc. shall be returned immediately upon termination of the contract. The Independent Contractor shall independently provide all necessary and secure software, apps, hardware, malware, and internet connections.
6. Cash Merchandise Responsibility: Independent Contractor shall not handle monies on behalf of clients or company.
7. Amendments: The Agreement may only be amended in writing executed by both parties.
8. Governing Law: This Agreement shall be governed by and interpreted under the laws of the State of Florida (USA) in Orange County.

V. Non-Compete Clause:

1. Independent Contractor agrees not to work as a rival or competitor online or to work in competition for any rival or competitor online by providing any services related to editing or speechwriting companies.
2. Independent Contractor agrees not to form a new competing company as a competitor during the contract and within the one-year period following termination of Independent Contractor services with FirstEditing.com and all affiliated websites of Pro Writing & Editing Group, Inc.
3. Independent Contractor also acknowledges that during and within the one-year period following termination of Independent Contractor services their contact limitations. All contacts & exchange of information with any persons and organizations contacting, using, hiring, or enquiring about editing services are to be directed entirely to FirstEditing.com and all affiliated websites of Pro Writing & Editing Group, Inc. for future business procurement. Independent Contractor acknowledges that they will be compensated for ALL successful

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- referrals gained on behalf of FirstEditing.com and all affiliated websites of Pro Writing & Editing Group, Inc.
4. Independent Contractor will have access to certain confidential internal business and professional information developed by FirstEditing.com and affiliated websites of Pro Writing & Editing Group, Inc. This includes but is not limited to marketing techniques, client communications, emails, and methodology unique within the internet business and editing companies. Independent Contractor acknowledges and agrees that the information, systems, programming and coding to which Independent Contractor shall have access to in the performance of Services is of a confidential nature, fully protected by copyright and intellectual property laws, and shall, therefore, be held in strict confidence. Independent Contractor shall not disclose or copy said Information, either orally or by written or electronic communication, to any other party or entity without the prior written authorization of FirstEditing.com and all affiliated websites of Pro Writing & Editing Group, Inc.
 5. Further, Independent Contractor shall not copy or reproduce any such information, in any form, without the express prior written approval of FirstEditing.com and all affiliated websites of Pro Writing & Editing Group, Inc.
 6. Independent Contractor acknowledges and agrees that all such information shall be deemed to be proprietary information of FirstEditing.com and affiliated websites of Pro Writing & Editing Group, Inc., and that disclosure of such information shall be deemed a breach of faith. Violation of this agreement entitles FirstEditing.com and affiliated websites of Pro Writing & Editing Group, Inc., to all remedies available to it by law and in equity against Independent Contractor, or any other person or entity receiving benefits from the breach by Independent Contractor, plus attorney's fees and court costs.
 7. Independent Contractor acknowledges it is foreseeable that FirstEditing.com and all affiliated websites of Pro Writing & Editing Group, Inc. would suffer damages from a breach of this agreement. The parties acknowledge that a violation of this agreement would create irreparable harm for which monetary compensation alone or any other remedy at law would be inadequate.
 8. The terms described herein shall survive the termination of this agreement, requiring that information, materials, and techniques acquired from FirstEditing.com and all affiliated websites of Pro Writing & Editing Group, Inc. remain confidential.

The preceding constitutes the entire Agreement between both parties. All representations or understandings have been incorporated herein or otherwise superseded. Independent Contractor acknowledges reading and agreement to all items contained in this Agreement.

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This Agreement has been executed on the date first written.

By:


Independent Contractor

By:



JoEllen (Taylor) Nordstrom, President
FirstEditing.com and affiliated websites of Pro Writing & Editing Group, Inc.

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