

## **INDEPENDENT CONTRACTOR AGREEMENT**

This **INDEPENDENT CONTRACTOR AGREEMENT** (this “**Agreement**”) is by and between **PETRONE TECHNOLOGY GROUP INC.**, a Florida corporation (“**Petrone**”) and the undersigned **CUSTOMER** (“**you**,” “**your**,” or “**Customer**” and together with Petrone, the “**Parties**”, and each a “**Party**”).

1. **Services.** Petrone will provide Customer the installation and/or home automation services (the “**Services**”) specified and ordered by Customer in one or more estimates or invoices (the “**Invoice(s)**”) for and at the location identified in the Invoices (the “**Premises**”) in accordance with the terms of this Agreement. Such Invoices are hereby incorporated by reference into this Agreement. The Services may be provided to you directly by Petrone or its affiliates, and its and their agents, representatives, suppliers, service providers, contractors, or subcontractors (a “**Petrone Related Party**” or the “**Petrone Related Parties**”).

2. **Acceptance of this Agreement.** You will have accepted this Agreement and be bound by its terms upon your signature on this Agreement (the “**Effective Date**”).

**YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED A COPY OF THIS AGREEMENT AND THAT YOU HAVE READ AND UNDERSTOOD ITS TERMS, ESPECIALLY THOSE PARAGRAPHS RELATING TO THE LIMITED WARRANTY AND LIMITATION OF LIABILITY.**

3. **Term; Termination.** This Agreement shall commence on the Effective Date and shall terminate upon completion of the Services set forth in the applicable Invoice(s); provided, however, that Customer’s obligations to make payments under this Agreement, the manufacturers’ warranties and the Petrone’s limited warranties set forth herein shall survive the termination of this Agreement. Petrone may terminate this Agreement at any time upon notice to Customer.

4. **Petrone Obligations.** Petrone shall be responsible for providing the Services requested on the Invoice(s). Petrone shall have the sole right and authority to designate its own employees or any Petrone Related Party that it determines, in its sole discretion, to be capable of performing the Services set out in the Invoices and pursuant to the terms of this Agreement. The details of the method and manner for performance of the Services by Petrone shall be under its own control, Customer being interested only in the results thereof. Petrone agrees to perform the Services in a commercially reasonable manner. All time logs will be kept by Petrone.

5. **Customer Obligations.** Customer must pay all fees and charges associated with the Services, including without limitation, installation and the subsequent operation of installed products. Customer shall cooperate with Petrone in its performance of the Services and provide access, physically, remotely, or electronically, to Customer’s Premises as required to enable Petrone to provide the Services. Customer shall take all steps necessary, including obtaining any required licenses or consents, to allow Petrone’s provision of the Services. You understand that installation of the System may require drilling into various parts of the Premises or other interior or exterior work that may require access to non-visible areas. Customer must notify Petrone in writing of any problems with the installation within thirty (30) days of completion. Customer shall respond promptly to any reasonable requests from Petrone for instructions, information, or approvals required by Petrone to provide the Services. Customer shall be responsible for all necessary incoming services and feeds to the Premises, any drywall or sheetrock repair, outdoor audio piping, and electrical outlets.

6. **Payment Terms.** In consideration of the provision of the Services by Petrone and the rights granted to Customer under this Agreement, Customer shall pay the deposit, if required on the Invoice(s), and pay the fees set out on each Invoice, including, but not limited to, installation, activation, and service charges, equipment charges, third party charges, and any other governmental taxes, fees, or assessments imposed on Petrone and the Services. Unless otherwise provided in the applicable Invoice, said fee will be payable within seven (7) days of receipt by the Customer of an invoice. All late payments shall bear interest at the lesser of the rate of one and a half percent (1.5%) per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall also reimburse Petrone for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys’ fees. In addition to all other remedies available under this Agreement or at law (which Petrone does not waive by the exercise of any rights hereunder), Petrone shall be entitled to suspend the provision of any Services if the Customer fails to pay any amounts when due hereunder

without notice thereof. Petrone shall be reimbursed for out-of-pocket expenses authorized by Customer. Payment increases from any change orders and/or additional labor or materials authorized by Customer shall be the responsibility of Customer and paid in accordance with this Section.

7. **Limited Warranty.** Petrone warrants that it shall perform the Services: (a) in accordance with the terms and subject to the conditions set out in the respective Invoice(s) and this Agreement; (b) using personnel of commercially reasonable skill, experience, and qualifications; and (c) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar products and services. Under no circumstances shall Petrone be responsible or liable for any claim or defect relating to the products installed. Any products installed by Petrone shall be covered by the applicable warranty to that specific product from the manufacturer or provider of that product.

Petrone's sole and exclusive liability and Customer's sole and exclusive remedy for breach of the limited warranty in this Section 8 shall be as follows:

a. Petrone shall use reasonable commercial efforts to promptly cure any such breach; provided that if Petrone cannot cure such breach within a reasonable time (but no more than 30 days) after Customer's written notice of such breach, Customer may, at its option, terminate the Agreement by serving written notice of termination to the address located below Petrone's signature.

b. In the event the Agreement is terminated pursuant to Section 8(a) above, Petrone shall within thirty (30) days after the effective date of termination, refund to Customer any fees paid by the Customer as of the date of termination, less a deduction equal to the amounts owed for Services up to and including the date of termination.

c. The foregoing remedy shall not be available unless Customer provides written notice of such breach within thirty (30) days after completion of the Services by Petrone.

PETRONE MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN THIS SECTION 8. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED. PETRONE MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Under no circumstances shall Petrone be responsible or liable for any claim or defect relating to the products installed. Any products installed by Petrone shall be covered by the applicable warranty to that specific product from the manufacturer or provider of that product. Petrone does not promise that products cannot be compromised or that they will always provide the intended signaling, monitoring or other service. Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This limited warranty gives you specific legal rights. You may also have other legal rights that vary from state to state.

8. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL PETRONE OR ANY PETRONE RELATED PARTY BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT PETRONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION APPLY TO ANY ACTS, OMISSIONS, AND NEGLIGENCE OF PETRONE OR PETRONE RELATED PARTIES, WHICH, BUT FOR THIS SECTION, MAY GIVE RISE TO A CAUSE OF ACTION IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY. IN NO EVENT SHALL PETRONE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO PETRONE PURSUANT TO THIS

## **AGREEMENT.**

9. **Survival.** The rights and obligations of the parties set forth in Sections 2, 3, 6, 7, 8, 9, 11, 13, 16, 19, 20, and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

10. **Entire Agreement.** This Agreement, including and together with any related Invoices, exhibits, schedules, attachments, and appendices, constitutes the sole and entire Agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. The Parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Invoice(s), the terms and conditions of this Agreement shall supersede and control.

11. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement must be in writing and addressed to the other at the address set forth below their signature. Except as otherwise provided in this Agreement, a notice is effective only on receipt by the receiving party.

12. **Severability.** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

13. **Amendments.** No amendment to or modification of this Agreement is effective unless it is in writing and signed by each Party. Any additional Invoices shall amend this Agreement so long as both Parties have agreed to the expanded scope of the Services based on the new Invoice.

14. **Waiver.** No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

15. **Assignment.** Customer shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Petrone. Any purported assignment or delegation in violation of this Section 15 shall be null and void. No assignment or delegation shall relieve the Customer of any of its obligations under this Agreement. Petrone may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of service provider's assets without customer's consent.

16. **Successors and Assigns.** This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

17. **Relationship of the Parties.** The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other party in any manner whatsoever.

18. **No Third-Party Beneficiaries.** This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

19. **Law, Jurisdiction, and Venue.** This Agreement and all related documents shall be governed by, and construed in accordance with, the laws of the State of Florida. Jurisdiction and venue shall be in Palm Beach County, Florida.

20. **WAIVER OF JURY TRIAL.** EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

21. **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in this Agreement, a signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

22. **Force Majeure.** Petrone shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Petrone including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of ninety (90) days, Customer shall be entitled to give notice in writing to Petrone to terminate this Agreement.

*[Signatures to appear on the following page.]*

This **Independent Contractor Agreement** has been **executed and agreed to by:**

**CUSTOMER**

**PETRONE TECHNOLOGY GROUP INC.**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Address for Notice:  
\_\_\_\_\_  
\_\_\_\_\_

Address for Notice:  
13873 Wellington Trace B3  
Wellington, FL 33414