INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is entered into as of the date indicated below between _____ ("Contractor") and Loma Media Partners ("LMP") (collectively, the "Parties").

ARTICLE 1. TERM OF CONTRACT
Section 1.01. Unless terminated earlier in accordance with the provisions of Article 7 of this Agreement, the term of this Agreement shall be from _____ _____, 2018 to _____ ____, 2018.

ARTICLE 2. COMPENSATION
Section 2.01. In consideration for the services to be performed by Contractor as described in Section 4.01, LMP agrees to pay Contractor $_____ per_____.

Invoices
Section 2.02. Contractor shall submit detailed invoices for all services rendered, which shall be payable within thirty (30) days of receipt by LMP.

Expenses
Section 2.03. Contractor shall be responsible for all costs and expenses incident to the performance of services, including but not limited to, all costs of equipment provided by Contractor, all employee, agent, and subcontractor costs, all fee, fines, licenses, bonds, or taxes required or imposed against Contractor or Contractor's employees, agents or subcontractors and all other of Contractor's costs of doing business. LMP shall not be responsible for any expenses incurred by the Contractor in the performance of services under this Agreement.

ARTICLE 3. INDEPENDENT CONTRACTOR STATUS
Section 3.01. It is expressly acknowledged by the Parties that Contractor is an independent contractor and not an employee, agent, joint venture or partner of LMP. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between LMP and Contractor, or between LMP and any employee, agent or subcontractor of Contractor. Both Parties acknowledge that Contractor and any employees, agents or subcontractors of Contractor are not employees of LMP for any reason including state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement. Contractor agrees and acknowledges that it and its employees shall not be entitled to participate in any insurance or other fringe benefits provided by LMP to its employees and that LMP shall not be required to withhold nor shall LMP withhold any federal or state income, social security, unemployment or other tax or similar payments from the amounts payable to Contractor, it being agreed by Contractor that it is liable for self-employment and/or employment taxes on the amounts earned by it or paid to its employees under this Agreement. Contractor is solely responsible for, and will file on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local taxing authority with respect to the performance of services and receipt of fees

under this Agreement. Contractor agrees to indemnify and hold LMP harmless from and against any and all liabilities, costs, expenses and damages (including reasonable attorneys' fees and costs) resulting from the imposition of any costs against LMP by reason of the Contractor or its employees being deemed employees of LMP.

ARTICLE 4. SERVICES TO BE PERFORMED BY CONTRACTOR
Section 4.01. Contractor agrees to perform _____ service(s) for LMP, as further described below:
_____

Method of Performing Services
Section 4.02. Contractor will determine the method, details, and means of performing the above-described services. LMP shall have no right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR
Tools and Instruments
Section 5.01. Contractor will supply all tools and instruments required to perform the services under this Agreement.

Contractor is not required to purchase or rent any tools, equipment or services from LMP.

Ownership of Results
Section 5.02. All reports, surveys, documents and any other products developed as a result of this Agreement, regardless of form, shall be and remain the property of LMP.

Non-disclosure
Section 5.03. Neither Contractor nor its employees, agents or subcontractors shall disclose to persons or entities outside of LMP any non-public information that is received by Contractor by reason of this Agreement unless specified by this Agreement. Further, neither Contractor nor its employees, agents or subcontractors shall utilize the aforementioned information for pecuniary gain not contemplated by the terms of this Agreement, regardless of whether or not the Agreement is in effect at the time such gain is realized.

Worker's Compensation/Liability Insurance
Section 5.04. Contractor agrees to provide sufficient workers' compensation insurance and/or appropriate liability insurance for Contractor's employees, agents and subcontractors and agrees to hold harmless and indemnify LMP for any and all claims arising in any manner out of any injury, disability or death of any Contractor's employees, agents, or subcontractors.

Indemnification
Section 5.05. Contractor shall indemnify and hold harmless LMP, its officers, employees and agents, against any and all liability, personal or otherwise, however imposed or claimed, including attorney's fees and other legal expenses, occurring directly or indirectly as a result of or in connection with Contractor's performance of this Agreement.

Assignment
Section 5.06. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Contractor without prior written consent of LMP. All subcontractors shall be approved in advance by LMP.

ARTICLE 6. OBLIGATIONS OF LMP
Cooperation
Section 6.01. LMP agrees to comply with all reasonable requests (as determined by LMP) of Contractor and provide access to all documents that LMP deems necessary to the performance of Contractor's duties under this Agreement.

ARTICLE 7. TERMINATION OF AGREEMENT
Section 7.01. Either LMP or Contractor may terminate this Agreement at any time by notifying the other party in writing at least seven (7) days in advance of the effective date of termination specified in the notice. LMP's obligation for payment for services provided by the Contractor shall be limited to those services (as described in Section 4.01) performed prior to the termination date.

ARTICLE 8. GENERAL PROVISIONS
Notices
Section 8.01. Any notices to be given hereunder by either party to the other may be effected in writing by personal delivery or by mail. Mailed notices shall be addressed to LMP at its business address and to Contractor at the address appearing on the last page of this Agreement, but either party may change the address by written notice in accordance with this paragraph.

Entire Agreement of the Parties
Section 8.02. This Agreement supersedes any and all agreements, either oral or in writing, between the Parties with respect to the rendering of these services by Contractor to LMP and shall be considered the Agreement in its entirety. Each party acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by both Parties.

Partial Invalidity
Section 8.03. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and be binding on the Parties.

Arbitration of Disputes
Section 8.04. The Parties agree that any controversy or claim arising out of or relating to this Agreement or breach of this Agreement shall be settled by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Arbitration shall be the exclusive forum for the resolution of any controversies, claims, or disputes arising out of or

relating to this Agreement. The neutral arbitrator shall be jointly chosen by both Parties either from a list of arbitrators supplied by the American Arbitration Association, or an alternate source by agreement of the Parties. The decision of the arbitrator, including determination of the amount of damages suffered, if any, shall be exclusive, final and binding on the Parties. The arbitrator shall only have the authority to award traditional contract remedies, and any award shall not exceed the maximum value of this Agreement. Each party shall be solely and exclusively responsible for its costs of arbitrating any dispute, with the sole exception of the fee of the arbitrator, the record or transcript of the arbitration, and the cost of the facilities for the arbitration, which shall be borne equally by both Parties.

Governing Law
Section 8.05. This Agreement will be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates shown below.

LOMA MEDIA PARTNERS	CONTRACTOR
By:_____	By:_____
[Name, Title]	[Name, Title]
Date:_____	Date:_____

Please print clearly

Name of Contractor _____

Business name (if other than Contractor's name). _____

Contractor's SSN or applicable Business EIN _____

Street Address _____

City, State and Zip _____

Phone _____

Fax _____

Email _____