

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (this “**Agreement**”) is dated and effective as of _____ is by and between _____, a _____ (the “**Company**”), and _____ (“**Contractor**”). Company and Contractor desire to enter into this Agreement for the purpose of setting forth the general terms under which Contractor will provide services as an independent contractor to Company.

In consideration of the services to be provided to Company by Contractor, the payments to be made to Contractor by Company, and the other promises set forth below, the parties agree as follows:

1. Relationship of Parties. Contractor shall perform under this Agreement as an independent contractor, and not as an employee, agent, representative, or partner of Company. Contractor shall not be considered an employee of Company, nor shall Contractor be entitled to participate in any plans, arrangements or distributions of Company pertaining to any benefits provided to regular employees of Company. Contractor shall have the right to perform work for others as long as Contractor fulfills Contractor’s obligations hereunder and the performance of services for others does not place Contractor in a conflict of interest with Company; provided, that, during the Term (as defined below), Contractor shall not be engaged in any business activities that do or may compete with the business of Company or perform any services for direct competitors of Company without Company’s prior written consent, to be given or withheld in Company’s sole discretion.

2. Description of Services. Contractor agrees to provide such services to Company as are described in **Exhibit A**, and as may be subsequently requested by Company and agreed to by Contractor (the “**Services**”). Contractor represents to Company that Contractor has the knowledge and skills required to undertake all Services.

3. Term. The term of this Agreement shall be for a period _____ commencing on the date first written above (the “**Term**”); provided, however, this Agreement may be terminated earlier: (a) by either party for any reason or no reason upon five (5) calendar days’ written notice to the other party, and (b) by either party immediately in the event of a breach by the other party of the terms of this Agreement, which breach is not cured, if curable, within three (3) calendar days’ written notice to the other party of such breach. Any extension of the Term shall be made by a made pursuant to a mutually agreed to written instrument.

4. Compensation. Contractor shall be compensated for the Services in accordance with the rates specified on **Exhibit A**.

5. Taxes. Contractor will be responsible for the payment of taxes on Contractor’s entire compensation under this Agreement, including income taxes, employment and unemployment, Medicare and social security taxes and other or similar taxes required by application of law. Company shall not withhold any taxes in connection with the compensation paid to Contractor hereunder. Such payments shall be the sole responsibility of Contractor, and Contractor agrees to file all required forms and make all required payments appropriate to Contractor’s tax status when and as they become due. Contractor agrees to indemnify Company, and each of its officers,

directors and employees from and against all payments, losses, costs, liability, expenses, damages, fines, penalties and judgments (including, without limitation, actual attorneys' fees and expenses) incurred by the Company or any of its officers, directors or employees as a result of a failure by Contractor: (a) to pay all the taxes due in connection with the compensation paid to Contractor under this Agreement, (b) to respond to any administrative inquiry concerning Contractor's payment of such taxes, or (c) to defend against any administrative or judicial proceeding with respect to Contractor's payment of such taxes.

6. Confidentiality.

(a) Contractor acknowledges that in providing the Services under this Agreement, Contractor may have access to information of the Company and the Company's clients that is of a confidential or proprietary nature. For purposes of this Agreement, all non-public information (whether orally disclosed, provided electronically, or provided in tangible form, before or after the date of this Agreement) provided by the Company (or on behalf of the Company by one of its officers, directors, employees, representatives or advisors) to Contractor regarding the Company's business dealings, clients, intellectual property, operations, affairs, services or products shall be referred to herein as "**Confidential Information**". Confidential Information shall also include, but not be limited to: corporate information; strategies, tactics, and methods; employment and compensation information; financial reports or other information; operational information (including, but not limited to, information related to intellectual property, trade secrets, methods, know-how, and other proprietary information); information received by the Company in confidence from customers, strategic partners or others and all notes, analyses, compilations, studies or other documents prepared by Contractor which contain such information. During the Term and for five (5) years after the termination thereof, Contractor agrees to receive and hold all of the Confidential Information in strict confidence, and not to disclose such Confidential Information to any person, firm, corporation, association or other entity for any reason or purpose whatsoever, or make use of any such information for his or her own purposes or for the benefit of any person, firm, corporation or other entity (except the Company) under any circumstances.

(b) The provisions of this Paragraph 6 shall not apply to any Confidential Information that: (i) is now or subsequently becomes generally available to the public through no action, directly or indirectly, of Contractor; (ii) Contractor can demonstrate has been independently developed by Contractor without reference to Confidential Information; (iii) Contractor can demonstrate was available to Contractor on a non-confidential basis prior to its production by the Company; (iv) is disclosed by Contractor with the prior written consent of the Company; (v) becomes known to Contractor on a non-confidential basis from a third party source with no confidentiality obligations to the Company; or (vi) is required to be disclosed by law, governmental regulation, or court order (subject to the provisions of Paragraph 6(c) below).

(c) In the event that Contractor is requested or required by judicial process to disclose any of the Confidential Information, or any information relating to Contractor's opinion, judgment or recommendations concerning the Confidential Information, Contractor will provide the Company with prompt written notice of such request. Contractor will not oppose any action by the

Company to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded to the Confidential Information.

7. Ownership of Work Product. All right, title and interest in and to any and all inventions (and all proprietary rights with respect thereto), trade secrets, confidential and proprietary information, software programs, discoveries, conceptions, works of authorship, preparations and developments, whether or not eligible for or covered by patent, copyright or trade secret protection, and whether or not any of the foregoing constitute works for hire or would otherwise belong to the Company by operation of law, developed for Company as part of the Services, and arising out of and/or related to the Services, and/or related to Company's business as currently conducted and as contemplated to be conducted pursuant to its business plan or otherwise whether developed pursuant to this Agreement or prior to this Agreement, including all improvements to Company's existing products and/or services (collectively, the "**Work Product**"), shall belong exclusively to the Company. Contractor shall, and hereby does, assign to Company all of its right, title, and interest in such Work Product. Upon request of the Company and at the Company's expense, Contractor shall take such further actions, including execution and delivery of instruments of conveyance necessary to obtain legal protection in the United States and foreign countries for such Work Product and for the purpose of vesting title thereto in the Company, or its nominee, as may be appropriate to give full and proper effect to such assignment and to vest in the Company complete title and ownership to such Work Product, including, but not limited to, executing an assignment agreement.

8. Warranty by Contractor. Contractor represents and warrants that Contractor's performance of all terms under this Agreement will not result in a breach of any duty owed by Contractor to another, under contract or otherwise, or violate any confidence of another. Contractor agrees not to disclose to Company or induce Company to use any confidential or proprietary information belonging to any of Contractor's previous or present employers or others. Contractor warrants that Contractor has executed no prior non-competition, non-disclosure or confidentiality agreements that would in any way interfere with Contractor's work for Company. Contractor warrants that Contractor will disclose the participation of any other person in any of Contractor's work for Company. Contractor warrants that all materials delivered to Company under this Agreement shall be original work and that all such materials will not violate any copyright, mask works, trade secret or other proprietary right of any third party. Contractor warrants that the Work Product and Services will not incorporate, reference, or otherwise use or rely upon any software licensed under any license that is recognized as an "open source license" (whether by the Open Source Initiative or otherwise), which would give rise to any obligation to (a) disclose or distribute any Work Product in source code form, (b) authorize any third party to make derivative works of any Work Product, or (c) distribute any Work Product without charge.

9. Termination. Upon notice of termination of this Agreement being given, Contractor shall inform Company of the extent to which performance has been completed through the anticipated time for termination, and shall immediately take steps to wind down work in progress in an orderly fashion during the notice period. Upon termination of this Agreement, or upon the request of Company at any time during this Agreement, Contractor shall promptly return to Company any and all property of Company, including without limitation all embodiments of Confidential Information and any supplies, materials, software, or equipment that have been provided to

Contractor by or through Company for Contractor's use in performance of the Services. Any provision of this Agreement which by its terms imposes continuing obligations on the parties shall survive the expiration or termination of this Agreement.

10. Waiver. No waiver of any right or remedy with respect to any occurrence or event shall be deemed a waiver of such right or remedy with respect to such occurrence or event in the future. No waiver of any of Contractor's obligations under this Agreement shall be effective unless in writing and signed by Company.

11. Rules and Regulations. Contractor shall comply with all Company rules and regulations, including those relating to personal conduct, ethics and data security. Contractor shall comply with all governmental laws, rules and regulations applicable to Contractor's performance of Services.

12. Reformation/Severability of Agreement. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, such decision shall not affect, impair or invalidate the remainder of this Agreement but shall be confined in its operation to the provision of this Agreement directly involved in the controversy in which the decision was rendered. If the invalid or unenforceable provision cannot be reformed, the other provisions or applications of this Agreement shall be given full effect, and the invalid or unenforceable provision shall be deemed omitted.

13. Assignment. This Agreement shall inure to the benefit of and be binding upon the Company, its successors and assigns, including without limitation any entity which may acquire all or substantially all of the Company's assets and business or into which the Company may be consolidated or merged, and the Contractor, its heirs, executors, administrators and legal representatives and its successors and assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assignable by Contractor or otherwise delegated or subcontracted, without the prior written consent of Company. Any attempted assignment by Contractor of this Agreement or of any of Contractor's rights or obligations under this Agreement without Company's written consent shall be void.

14. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the substantive, internal laws of _____ (without giving effect to conflict of laws principles).

15. Entire Agreement; Amendment. This Agreement embodies the entire agreement between Company and Contractor relating to the subject matter hereof. No changes, modifications or amendments of any term hereof shall be valid unless agreed upon by the parties in writing.

IN WITNESS WHEREOF, the undersigned have duly executed this Independent Contractor Agreement as of the date first above written.

Exhibit A

SERVICES TO BE PROVIDED

FEE SCHEDULE

STARTOMATIC