

XYZ COMPANY
INDEPENDENT CONTRACTOR AGREEMENT
FOR CONSULTING SERVICES

THIS INDEPENDENT CONTRACTOR AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made and entered into as of the ___ day of _____, by and between XYZ COMPANY, a _____ corporation with its principal place of business at _____ ("Company") and _____, an individual _____ resident whose address is _____ ("Independent Contractor"), with reference to the following facts:

A. The Company is a corporation engaged in the business of planning, constructing and operating internet web pages.

B. In order to induce Independent Contractor to perform services for Company, the Company is willing to enter into this Agreement. The Company would be unwilling to utilize the services of Independent Contractor in the absence of the covenants of Independent Contractor contained herein.

C. This Agreement memorializes the oral understanding reached between the parties as of the date hereof.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

1. Performance of Services.

Independent Contractor hereby agrees to perform services for the Company in the capacity of a consultant commencing on the date hereof and continuing until this Agreement is terminated pursuant to Section 4 hereof; (the "Consulting Term"). Independent Contractor's primary duties and responsibilities hereunder shall be to provide computer programming consulting services with respect to Company's planning, construction and operation of internet web pages.

2. Compensation.

2.1 The Company agrees to compensate Independent Contractor at the rate of _____ (\$_____) per month payable in bi-weekly installments of _____ (\$_____) during the term of this Agreement.

3. Performance of Duties.

3.1 In consideration of the payments to be made hereunder, Independent Contractor agrees to devote sufficient time and efforts to the performance of his duties hereunder and to serve the Company diligently and to the best of his abilities. Notwithstanding the foregoing, in no event shall Independent Contractor be required to devote more than fifty-one percent (51%) of his working time. It is understood that Independent Contractor has the right to devote the remainder of his time and efforts to whatever projects he determines, whether or not they are competitive with the projects of the Company, provided that Independent Contractor does not breach his obligations hereunder, including, without limitation, the provisions of Section 5 hereof.

3.2 The parties hereto agree and acknowledge that Independent Contractor shall have full control over, and responsibilities for, the manner and means by which he performs his duties hereunder and that the Company shall supervise only the overall performance of such duties. It is understood and agreed that the Independent Contractor can perform his duties hereunder at any commercially reasonable location including his personal residence. Independent Contractor understands that as a non-employee he is or may be responsible for the payment of estimated taxes and self-employment tax with respect to his amounts earned hereunder, and that no taxes will be withheld by the Company upon such amounts. Independent Contractor hereby agrees to indemnify the Company against any and all claims due to Company's failure to withhold any amounts paid to Independent Contractor hereunder for federal and state income tax purposes.

4. Termination.

4.1 This Agreement can be terminated by either party at any time upon fourteen (14) days prior written notice, with or without cause of any nature.

4.2 This Agreement can be terminated by the Company at any time on written notice to Independent Contractor if there is reasonable cause therefore.

4.3 For purposes of this Section 4, the term "reasonable cause" shall mean (i) the willful misconduct or bad faith of Independent Contractor with respect to the performance of his duties under this Agreement; (ii) the repeated material failure of Independent Contractor to perform duties reasonably required of him by the Company; (iii) Independent Contractor's breach of the provisions of Section 5 of this Agreement pertaining to the non-competition of the Independent Contractor during the Consulting Term and confidentiality; or (iv) the commencement of any

proceeding against Independent Contractor for the commission of a felony. For purposes of the foregoing, breaches or failures shall be deemed "repeated" if two (2) separate breaches occur within any six (6) month period or if any continuous or on-going breach is not cured within one (1) month of notice to Independent Contractor during the Consulting Term.

4.4 This Agreement shall automatically terminate, without notice, upon the death or permanent disability of Independent Contractor.

5. Confidential Information.

5.1 For purposes of this Agreement, "Confidential Information" shall mean any information or material proprietary to the Company or designated as Confidential information by the Company and not generally known by non-Company personnel, which Independent Contractor may obtain knowledge of or access to as a result of Independent Contractor's relationship with the Company. The Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing or placed in any tangible medium of expression): discoveries, ideas, concepts, software in various stages of development, designs, drawings, specifications, techniques, models, data, documentation, diagrams, flow charts, research, development, processes, procedures, "know-how", marketing techniques and materials, marketing and development plans, customer names and other information related to customers, price lists, pricing policies, financial information and employee files. Confidential Information also includes any information described above which the Company obtains from another party and which the Company treats as proprietary or designates as Confidential Information, whether or not owned or developed by the Company. INFORMATION PUBLICLY KNOWN THAT IS GENERALLY EMPLOYED BY THE TRADE AT OR AFTER THE TIME INDEPENDENT CONTRACTOR FIRST LEARNS OF SUCH INFORMATION, OR GENERIC INFORMATION OR KNOWLEDGE WHICH INDEPENDENT CONTRACTOR WOULD HAVE LEARNED IN THE COURSE OF SIMILAR EMPLOYMENT OR WORK ELSEWHERE IN THE TRADE, SHALL NOT BE DEEMED PART OF THE CONFIDENTIAL INFORMATION.

5.2 Independent Contractor agrees that Independent Contractor shall hold in confidence and shall not at any time during or after Independent Contractor's employment with the Company (i) directly or indirectly reveal, report, publish, disclose, or transfer the Confidential Information or any part thereof to any person or entity, (ii) use any of the Confidential Information or any part thereof for any purpose other than in the

course of Independent Contractor's work for the Company, or (iii) assist any person or entity other than the Company to secure any benefit from the Confidential Information or any part thereof to solicit business from or provide services or products of any type to any of the Company's customers or (iv) solicit (on Independent contractor's behalf or on behalf of any third party) any other employee of the Company for the provision of any services or products which Independent Contractor is prohibited from providing hereunder.

5.3 Independent Contractor shall not during the Consulting Term or at any time during the period of eighteen (18) months immediately after the end of the Consulting Term, directly or indirectly solicit, interfere with, or entice away from the Company, any customer, licensee, licensor, distributor, representative, employee or source of supply of the Company.

6. Indemnity.

Independent Contractor agrees to indemnify Company from and against any and all "damage" (as defined herein) incurred by Company in connection with the transactions contemplated by this Agreement. "Damage" will mean any and all damages, losses, liabilities, judgments, fines, penalties, costs, and expenses (including reasonable attorney fees and court costs) at any time incurred by Company by reason of or arising out of any of the following:

- a. The nonperformance of any covenant, agreement, or obligation of, or misrepresentation by, Independent Contractor contained in this Agreement.
- b. The unauthorized use of any designs, drawings, specifications, techniques, or other proprietary information or property by Independent Contractor in connection with his performance of duties hereunder.

7. Surrender of Books and Records.

All notes, data, reference materials, drawings, sketches, memoranda, documentation and records in any way incorporating or reflecting any of the Confidential Information and all proprietary rights therein, shall, as between the Company and Independent Contractor, belong to the Company, and Independent Contractor agrees to turn over all copies of such materials in Independent Contractor's control to the Company upon request or upon termination of Independent Contractor's employment with the

Company.

8. Notices.

Any notice, request, or other communication required to be given pursuant to the provisions of this Agreement shall be in writing and shall be deemed to be duly given if delivered in person or mailed by registered or certified United States mail, postage prepaid, and mailed to the parties at the addresses first above indicated. The parties hereto may change the above addresses from time to time by giving notice thereof to each other in conformity with this Section 8.

9. Construction.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

10. Captions.

The section headings and captions contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

11. Severability.

If any provision of this Agreement shall be unlawful, void, or for any reason, unenforceable, it shall be deemed stricken from, and shall in no way affect the validity or enforceability of, the remaining provisions of this Agreement. Similarly, if any provision of this Agreement shall be determined, under applicable law, to be overly broad in duration, geographical coverage or substantive scope, such provision shall be deemed narrowed to the broadest term permitted by applicable law.

12. Waiver.

The waiver by either party hereto of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach of the same provision or any other provision of this Agreement.

13. Entire Agreement.

This Agreement represents the entire agreement and understanding between the parties hereto regarding Independent Contractor's employment with the Company, and supersedes any and all previous written or oral agreements or discussions between the

parties and any other person or legal entity concerning said employment.

14. Binding Agreement.

The rights and obligations of the Company under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the Company. It is expressly contemplated and agreed that the Company may assign this Agreement to a wholly-owned subsidiary of the Company.

15. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. Amendments.

This Agreement shall not be modified, amended, or in any way altered except by an instrument in writing and signed by both of the parties hereto.

17. Arbitration; Attorneys= Fees.

Any claim or controversy arising out of or relating to this Agreement will be determined and settled by Arbitration in _____ County, _____ according to the Arbitration Statutes applicable for that locality at that time. The parties agree the arbitrator shall have the power to issue injunctive relief. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys= fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the date first written above.

"Independent Contractor"

"Company"
XYZ COMPANY
a _____ corporation

By: _____

Title: