



Standard Independent Contractor Agreement

This Independent Contractor Agreement (the "Agreement"), is executed by and between the following:

_____ with address at _____
_____ (hereinafter known as "Client");

and

_____ with address at _____
_____ (hereinafter known as "Contractor");

BACKGROUND

The Client hires the Contractor for having the necessary qualifications, experience, and skills needed by Client;

The Contractor agrees to provide the services to Client under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the Parties (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES

The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):

Client may, from time to time, engage services of the Contractor not contemplated in this agreement, provided that such engagement has been agreed upon by the Parties hereto in writing.

TERMS OF AGREEMENT

The Parties may terminate this Agreement anytime provided that the terminating party shall submit a notice of termination prior to 30 days from the effectivity of termination of this Agreement.

In case the termination is grounded upon a material breach of this Agreement, termination may be effectuated immediately.

COMPENSATION

The Fee of Client shall be _____ U.S. Dollars ("Compensation"), exclusive of taxes and other duties applicable by law.

Client shall be sent an invoice after the pay period, with such invoice being due within thirty (30) days upon receipt.

NO EMPLOYER-EMPLOYEE RELATIONSHIP

The Parties understand that this Agreement is an exclusive contract for service and does not create an employer-employee relationship, partnership, or joint venture between the parties. Client is not required to make contributions for the benefit of Contractor for social security, taxes, workers' compensation, insurance premiums, or unemployment compensation. Contractor shall be solely responsible for filing and paying taxes and other contributions. Except as otherwise provided in this Agreement, Contractor shall have full control over working hours, decisions, and overall conduct in providing output for the Services of Contractor in accordance with the provisions contained in this Agreement. The Contractor, may, however, be available to support the needs and concerns of Client from time to time.

DUE DILIGENCE

The Parties shall perform their duties to one another with the proper diligence required in order to perform the necessary obligations in ensuring that the provisions of this Agreement are complied with.

EXPENSE REIMBURSEMENT

Any and all expenses relevant to the duties and responsibilities for services provided by Contractor which incurred by Contractor during the effectivity of this Agreement shall be reimbursed by Client. Provided that such expense has been pre-approved by Client.

CONFIDENTIAL INFORMATION

Confidential Information refers to any information acquired by the recipient through the course of the effectivity of this Agreement that is not of public knowledge or considered proprietary. Such information includes, but is not limited to, any information in regard to vendors, the pricing of their products and services, technology, software, or product that is not yet disclosed to the public.

Contractor and Client acknowledge that during the effectivity of this Agreement, any information of confidential nature may not be disclosed, divulged, revealed to any third party without the prior written consent of the owner of the Confidential Information. The obligation to protect the confidential information shall survive upon the termination of this Agreement.

INTELLECTUAL PROPERTY

Client owns all intellectual property, trade secrets, relevant registration, application for registration, designs, code architecture, trademark, trade name, and trade secrets that is developed or produced under this Agreement.

Contractor may not use the Intellectual Property for any other purpose outside this Agreement unless prior written consent is given by the Client. Any unauthorized use of such Intellectual Property resulting in damages shall hold the Contractor liable.

RETURN OF PROPERTY

Upon the termination of this Agreement, the Contractor shall return all properties, documents, data, records, and any information confidential in nature to Client.

NON-ASSIGNMENT

Contractor may not assign any portion of Contractor's duties or responsibilities without prior written consent of Client. Client may not likewise hire or engage any other third party with the duties or activities in relation to Contractor's services without prior consent of said Contractor.

NON-EXCLUSIVE

The relationship between Client and Contractor shall not be exclusive. Contractor may enter into an agreement with any third party during the effectivity of this Agreement, provided that such engagement is not in conflict with the business interest of Client.

MODIFICATION

No modifications, amendments, or alterations shall be considered as having been made to any of the provisions of this Agreement unless such is made in writing and signed by the parties hereto.

RELATIVITY

This Agreement inures the benefit of and is binding into the Parties, their respective successors, heirs, and assigns.

SEPARABILITY CLAUSE

Should any of the provisions be held invalid or unenforceable by a competent court, such invalidity shall affect the specific provision and shall be considered not written and the remaining provisions hereto shall remain valid and enforceable.

WAIVER

The failure by either Party to enforce their rights to any breach, delay, omission, or default from any of the provisions hereto shall not constitute a waiver by the other Party. Only express waivers shall be recognized where such waiver is made in writing and signed by the waiving Party.

GOVERNING LAW

This Agreement is construed and governed in accordance with the laws of the State of _____, to the exclusion of other state laws and without any regard to its conflicts of laws provisions.

The Parties hereto have set their hands and seal and make this Agreement effective on this _____ day of _____, _____.

Signature

Signature

Date Signed

Date Signed

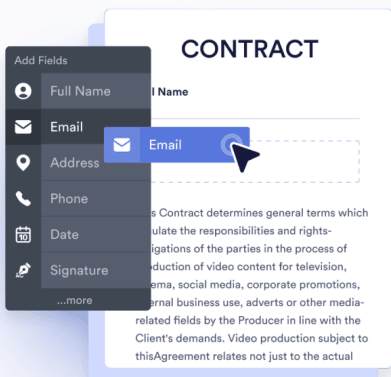


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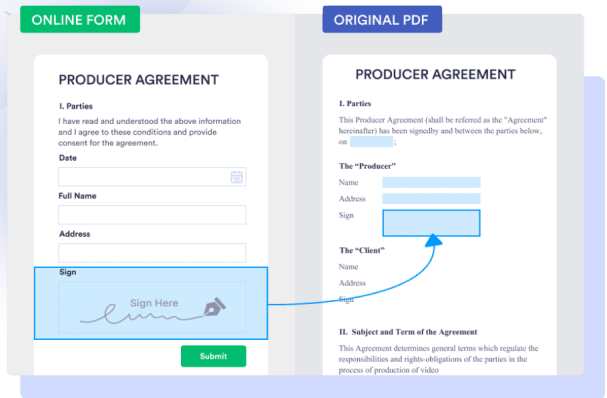
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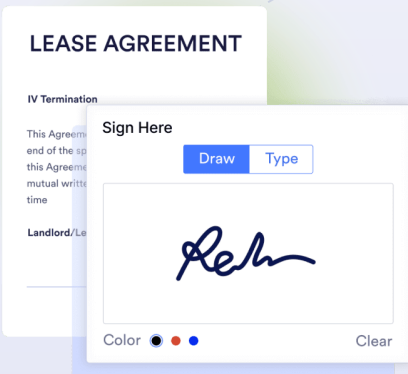
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