

MathLeap Inc.

6533 SE 17th Ave, Portland OR 97202

(415) 948 - 1205

mathleap.org gareth@mathleap.org

Independent Contractor Agreement

This “independent contractor agreement” is made on _____ by and between _____ (“Contractor”) and MathLeap Inc. (“Client”). Client and Contractor agree to the provisions of this contract as they apply to the services rendered (henceforth known as “work”) by Contractor.

The Contract’s provisions are undersigned by both Client and Contractor, and are as follows:

1. Relationship / Overview

Contractor is a QA engineering intern for Client, which includes work required for the development of mathleap.org and the operation of Client’s business. Client is not required to provide benefits, insurance, paid vacation, or sick leave to Contractor.

2. Length of Contract

This contract begins on the date listed and can be terminated at will by either party at any time subsequent to the signing of the contract. Should both parties agree, the contract may be amended to alter the terms, provided that both Client and Contractor sign and date the amendment.

3. Payment

Client agrees to pay Contractor \$10/hour for work done for Client.

4. Insurance

As outlined in Section 1 (“Relationship”), Contractor is not an employee of Client. Contractor is therefore responsible for any insurance required by applicable state and/or federal laws,

such disability and/or automobile insurance. Contractor further agrees to waive her right to hold Client responsible for any injuries that occur as a result of work during the duration of this contract.

5. Confidentiality

Contractor understands that entering into this contract with Client means that Contractor will come into contact with and/or learn about privileged information pertaining to Client. Contractor agrees not to divulge any of this confidential information to any third party without the expressed written consent of Client and to take reasonable security measures to prevent accidental disclosure and industrial espionage. Failure to keep such information private could result in legal action and/or revocation of the terms of this contract.

6. Non-compete Agreement

After expiration or termination of this agreement, the developer agrees not to compete with Client for 1 year. Competition means owning or working for another business that involves using technology to manage or automate feedback or assessments for math and science classes.

7. Ownership and Copyright

Contractor agrees that any work created for Client shall belong entirely to the Client. This includes any copyrights or entitlements that pertain to the work.

Signed and agreed,

X

Gareth Aye, *President and Founder, MathLeap Inc.*

X

_____, *Contractor*