**INDEPENDENT CONTRACTOR AGREEMENT**

***THIS INDEPENDENT CONTRACTOR AGREEMENT*** (**“Agreement”**), is made effective the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 200\_, by and between Ventures Media Group, LLC. a Washington Corporation (**“Company”**), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Secondary Contractor**”), collectively referred to as “**Contractor**”.

BACKGROUND

1. Company desires to obtain, and Contractor desires to provide and engage in technical and business discussions and activities regarding potential mutual business opportunities
2. Company and Contractor desire to set forth the terms and conditions that shall govern the relationships between Company and Contractor.

***NOW, THEREFORE***, in consideration of the foregoing and the mutual covenants contained herein, Company and Contractor agree as follows:

AGREEMENT

# Purpose

. The purpose of this Agreement is to provide a framework of rules and guidelines within which Company may retain the Services from Contractor and through which Contractor shall provide Services to the Company.

# Definitions

. As used in this Agreement:

**“Confidential Information”** means all information not generally known to the public, which relates to the business of Company or any Customers. The term “Confidential Information” includes: the names and addresses of Customers; names and addresses of shareholders, officers, directors, agents, employees and Contractor of Company; accounting periods, controls, methods, systems, and other details of the particular needs of Customers; the methods of servicing those needs and maintaining successful business relations between Customers and Company (or Company’s shareholders); costs; contracts; financial information; marketing and advertising strategies and materials; client prospect lists; pricing information; product information; sales projections; and trade secrets. The term “Confidential Information” also includes information and materials developed by Contractor in connection with the provision of Services under this Agreement.

**“Customer”** means any customer of Company or of a shareholder of the Company.

**“Services”** means the services described on the attached Exhibit A.

**“Term”** means the initial term of this Agreement, described in Section 4 of this Agreement, and all extensions or renewals thereof.

# Relationship of the Parties

. Company and Contractor intend to create an independent contractor relationship by this Agreement. Company is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Contractor. At no time during the Term, and at no time thereafter, shall Contractor or any of Contractor’ managers, members or employees identify themselves as an employee, director, officer, shareholder, or agent of Company. Contractor shall be identified only as an independent contractor.

Neither Contractor nor any of its manager, members or employees shall be entitled to any of the benefits that Company provides to its employees. Contractor shall be solely responsible for all federal, state and local income taxes, unemployment taxes, Social Security contributions, worker’s compensation premiums and all similar taxes, contributions, premiums and payments concerning Contractor and its managers, members and employees. Company (i) shall not be required to withhold any such taxes, contributions, premiums or payments from sums to be paid to Contractor under this Agreement and (ii) shall not be liable for the payment of the same. No W-2 will be issued by Company to report Contractor’ compensation. Rather, Company shall use Form 1099-MISC or other appropriate form to report Contractor’ compensation.

# Term

. The term of this Agreement shall commence on \_\_\_\_\_\_\_\_\_\_\_\_, 200\_\_, and shall end on \_\_\_\_\_\_\_\_\_\_\_\_, 200\_\_, unless extended in writing by both Company and Contractor or unless earlier terminated in accordance with the provisions of this Agreement.

# Compensation

. Subject to the termination provisions and other provisions of this Agreement, Company agrees that Contractor compensation of six thousand (6,000.00) USD shall be paid in the following manner: five thousand (5,000.00) USD shall be paid in full before commencement of the project with one thousand (1,000.00) USD being paid at completion of the project. Contractor must produce a time sheet, as provided by Company documenting hours worked on a daily basis with activities performed and provide it to the Company. Time sheets shall be submitted by Contractor to the Company on the last day of each month and will be processed and paid within a reasonable time period from receipt. Contractor agrees to comply with Ventures Media’s Contractor and Coding standards and communicate daily on weekdays on the status of the project. The Compensation Summary Document will detail the rate paid by company for each project.

# Confidentiality

. As a result of the execution of this Agreement, Contractor may become acquainted with Confidential Information of Customers, Company or its shareholders. Neither Contractor nor its agents or representatives, if any, shall, without the written consent of Company, relevant Customer and/or relevant shareholder (as applicable), during the Term or at any time thereafter, (i) disclose any Confidential Information to any third party for any reason or purpose whatsoever, or (ii) use any Confidential Information in conjunction with the provision of services to a third party, if such use would result in a detrimental competitive effect on the business operations of any Customer, Company or any shareholder of Company (iii) contact by any means the Company’s customers or clients.

# Title and Copyright Assignment

## Contractor and Company intend this to be a contract for services and each considers the products and results of the services to be rendered by Contractor hereunder (the "Work") to be a work made for hire by an independent contractor. Contractor acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of Company. All rights, titles and interests in and to the documentation of the Work shall be the sole and exclusive property of Company and Contractor shall have no right, title or interest therein.

## Company shall have the right to secure copyright protection for the Work.

## In the event that the Work is not copyrightable subject matter, or for any reason cannot legally be a work-made-for-hire then, and in such event, Contractor hereby assigns all right, title and interest to said Work to Company and agrees to execute all documents required to evidence such assignment.

## The Contractor agrees to advise Company, in detail and in writing, of each invention that Contractor alone or with others, makes or conceives in the course of performing under this Agreement. Contractor will without further consideration other than payment of the amounts provided in this Agreement assign (and does hereby assign) to Company or to its nominee all rights, title and interest in each such invention. Contractor shall ensure that all Contractor personnel providing services and developing the Work for Company under this Agreement have unconditionally assigned all intellectual property rights and ownership rights in such services and Work to Company.

## Without limiting the foregoing, Contractor gives and grants to Company the sole and exclusive right throughout the world in all languages and in perpetuity to use all work prepared by Contractor pursuant to this Agreement.

## Company’s rights shall be exclusive and Contractor will not use, license or permit the use of the Work for any other purpose.

## Without limiting the foregoing, Contractor hereby waives any and all claims that Contractor may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of "droit moral" with respect to the results and proceeds of Contractor’ Work and services hereunder.

## Contractor grants unlimited use of any libraries or programming components owned or used by the Contractor including source code. Contractor warrants that all third party code is legally able to be added to any source code created by the Contractor.

## Contractor agrees to no third party code or components without the written consent of the Company.

# Termination

. This Agreement may be terminated by Company for any reason by providing 30 days’ written notice to Contractor of Company’s intent to terminate this Agreement.

# Default; Remedies

## Default

. A party will be in default under this Agreement upon its failure, or the failure of its agents or representatives, if any, to comply with any provisions of this Agreement or its failure to perform any of its obligations under this Agreement.

## Remedies.

### Termination of Agreement

. In the event of a default by Contractor or its agents or representatives under this Agreement, Company may, in addition to all other remedies that may be available at law or in equity, immediately terminate this Agreement.

### Injunctive Relief

. In the event of a breach or threatened breach by Contractor or its managers, members or employees of any of the provisions of Section 6 of this Agreement, Company shall be entitled to an injunction restraining such person from committing any act which is prohibited by such sections. The maximum bond to be required by any court for the issuance of any temporary or permanent injunction in favor of Company shall be the sum of One Hundred Dollars ($100.00). Nothing herein shall be construed as prohibiting Company from pursuing any other remedies available to Company for such breach or threatened breach, including the recovery of damages.

### Contractor Rights

. In the event of a breach by Company, Contractor may pursue any remedies available at law or in equity.

# Miscellaneous

## Attorney's Fees

. In any proceeding at law or in equity to enforce any of the provisions or rights under this Agreement, the unsuccessful party of such proceeding, as determined by the tribunal in a final award, judgment or decree, shall pay the successful party or parties all costs, expenses and reasonable attorney's fees incurred therein by such party or parties (including without limitation such costs, expenses and fees on any appeals), and if such successful party shall recover judgment as a result of any such proceeding, such costs, expenses and attorney's fees shall be included as part of such judgment.

## Counterparts

. This Agreement may be executed in separate counterparts which shall collectively and separately be considered one and the same Agreement.

## Exhibits

. All exhibits referenced in this Agreement are hereby incorporated into this Agreement.

## Governing Law

. It is the intention of the parties that the laws of the State of Washington should govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties.

## Modification

. This Agreement may be altered or amended in whole or in part at any time, but only in a written instrument signed by the parties hereto.

## No Waiver

. The failure to enforce or the delay in enforcement of any provision of this Agreement by a party hereto, or the failure of a party to exercise any right hereunder, shall not be construed to be a waiver of such provision or right (or of any other provision or right hereof, whether of a similar or dissimilar nature) unless such party expressly waives such provision or right in writing.

## Notices

. Any notice required hereunder shall be deemed to have been validly given if delivered by hand; by certified mail, return receipt requested, postage prepaid; or by overnight courier (*e.g.*, FedEx) and addressed to the Company at its principal office or to Contractor at its address appearing on the records of the Company.

## Severability

. Should any one or more of the provisions hereof be determined to be illegal or unenforceable, all other provisions hereof shall be given effect separately there from and shall not be affected thereby.

## Successors and Assigns

. Contractor may not assign any of its rights or obligations under this Agreement without the prior written consent of Company. This Agreement shall be binding upon the parties and their heirs, legal representatives, successors, and assigns.

## Terminology

. For purposes of this Agreement, the following rules of construction shall apply, unless specifically indicated to the contrary: (i) wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural; (ii) the term “or” is not exclusive; (iii) the term “including” (or any form of that term) shall not be limiting or exclusive; (iv) the words “Agreement,” “herein,” “hereof,” “hereunder,” or other words of similar import refer to this Agreement as a whole, including exhibits, as the same may be modified, amended, or supplanted; and (v) all headings in this Agreement are for convenience only and shall not impact the interpretation of this Agreement.

***IN WITNESS WHEREOF***, Company and Contractor have executed this Agreement effective as of the date and year first written above.

(Signature)

(Social Security Number/Tax ID)

Printed Name:

(“Contractor”)

Ventures Media Media Group, LLC., a Washington Corporation

By

Casey Davis, Agent for Ventures Media Group, LLC

By

Jesse Martinez, CEO for Ventures Media Group, LLC