

**PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT
FOR CONSULTANTS, ADVISORS AND/OR OTHER
NON-EMPLOYEE SERVICE PROVIDERS**

The following Agreement confirms certain terms of my relationship with wspider.com (Web Spider) (hereafter referred to as “the Company”). I recognize and agree that this Agreement is entered into in consideration of my equity in the Company and/or other compensation which may be paid to me from time-to-time, and as a material condition of my engaging in or continuing any relationship with the Company which would involve information sharing, including my providing consulting or advisory services to the Company (collectively, “services”). The headings contained in this Agreement are for convenience only, have no legal significance, and are not intended to change or limit this Agreement in any matter whatsoever.

A. Definitions

1. The “Company”

As used in this Agreement, the “Company” refers to wspider.com (Web Spider), and each of its subsidiaries or affiliated companies. I recognize and agree that my obligations under this Agreement and all terms of this Agreement apply to me regardless of whether my relationship is with wspider.com (Web Spider).; or any other subsidiary or affiliated company of wspider.com (Web Spider).

2. “Proprietary Information”

I understand that the Company possesses and will possess Proprietary Information which is important to its business. For purposes of this Agreement, “Proprietary Information” is information that was or will be developed, created, or discovered by or on behalf of the Company, or which became or will become known by, or was or is conveyed to the Company, which has commercial value in the Company’s business.

“Proprietary Information” includes, but is not limited to information about software programs and subroutines, source and object code, algorithms, trade secrets, designs, technology, know-how, processes, data, ideas, techniques, inventions (whether patentable or not), works of authorship, formulas, business and product development plans, customer lists, terms of compensation and performance levels of Company employees, Company customers and other information concerning the Company’s actual or anticipated business, research or development, or which is received in confidence by or for the Company from any other person.

I understand that my relationship creates a relationship of confidence and trust between the Company and me with respect to Proprietary Information.

3. “Company Documents and Materials”

I understand that the Company possesses or will possess "Company Documents and Materials" which are important to its business. For purposes of this Agreement, "Company Documents and Materials" are documents or other media or tangible items that contain or embody Proprietary Information or any other information concerning the business, operations or plans of the Company, whether such documents, media or items have been prepared by me or by others.

"Company Documents and Materials" include, but are not limited to, blueprints, drawings, photographs, charts, graphs, notebooks, customer lists, computer disks, tapes or printouts, sound recordings and other printed, typewritten or handwritten documents, sample products, prototypes and models.

B. Assignment of Rights

All Proprietary Information and all patents, patent rights, copyrights, trade secret rights, trademark rights and other rights (including, without limitation, intellectual property rights) anywhere in the world in connection therewith is and shall be the sole property of the Company. I hereby assign to the Company any and all rights, title and interest I may have or acquire in such Proprietary Information during the period of my relationship with the Company and after the relationship has ended.

At all times, both during my relationship with the Company and after its termination, I will keep in confidence and trust and will not use or disclose any Proprietary Information or anything relating to it without the prior written consent of an officer of the Company, except as may be necessary in the ordinary course of performing services to the Company.

C. Maintenance and Return of Company Documents and Materials

I agree to make and maintain adequate and current written records, in a form specified by the Company, of all inventions, trade secrets and works of authorship assigned or to be assigned to the Company pursuant to this Agreement. All Company Documents and Materials are and shall be the sole property of the Company.

I agree that during my relationship with the Company, I will not remove any Company Documents and Materials from the business premises of the Company or deliver any Company Documents and Materials to any person or entity outside the Company, except as I am required or requested to do in connection with performing services to the Company. I further agree that, immediately upon the termination of my relationship with the Company, or during that relationship if so requested by the Company, I will return all Company Documents and Materials, apparatus, equipment and other physical property, or any reproduction of such property.

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D. Disclosure of Inventions to the Company

I will promptly disclose in writing to such person designated by the Company all “Inventions,” which includes, without limitation, all software programs or subroutines, source or object code, algorithms, improvements, inventions, works of authorship, trade secrets, technology, designs, formulas, ideas, processes, techniques, know-how and data, whether or not patentable, made or discovered or conceived or reduced to practice or developed by me, either alone or jointly with others, during the term of my relationship.

I will also disclose to the person designated by the Company all Inventions made, discovered, conceived, reduced to practice, or developed by me within six (6) months after the termination of my relationship with the Company which resulted, in whole or in part, from my prior relationship with the Company. Such disclosures shall be received by the Company in confidence (to the extent such Inventions are not assigned to the Company pursuant to Section (E) below) and do not extend the assignment made in Section (E) below.

E. Right to New Ideas

1. Assignment of Inventions to the Company

I agree that all Inventions which I make, discover, conceive, reduce to practice or develop (in whole or in part, either alone or jointly with others) during my relationship shall be the sole property of the Company to the maximum extent permitted by law.

a. This assignment shall not extend to Inventions that I developed entirely on my own time without using the Company’s equipment, supplies, facilities, or trade secret information except for those inventions that either:

- (1) Relate at the time of conception or reduction to practice of the invention to the Company’s business, or actual or demonstrably anticipated research or development of the Company.
- (2) Result from any work performed by me for the Company.

2. Prior Inventions

If in the course of my relationship with the Company, I incorporate into a Company product, process or machine a prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, sublicensable, worldwide license to make, have made, modify, use, market, sell and distribute such prior Invention as part of or in connection with such product, process or machine.

3. Cooperation

I agree to perform, during and after my relationship, all acts deemed necessary or desirable by the Company to permit and assist it, at the Company’s expense, in further

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evidencing and perfecting the assignments made to the Company under this Agreement and in obtaining, maintaining, defending and enforcing patents, patent rights, copyrights, trademark rights, trade secret rights or any other rights in connection with such Inventions and improvements thereto in any and all countries. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents, as my agents and attorney-in-fact to act for and on my behalf and instead of me, to execute and file any documents, applications or related findings and to do all other lawfully permitted acts to further the purposes set forth above in this Subsection (3), including, without limitation, the perfection of assignment and the prosecution and issuance of patents, patent applications, copyright applications and registrations, trademark applications and registrations or other rights in connection with such Inventions and improvements thereto with the same legal force and effect as if executed by me.

4. Assignment or Waiver of Moral Rights

Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as “moral rights” (collectively “Moral Rights”). To the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, I hereby waive such Moral Rights and consent to any action of the Company that would violate such Moral Rights in the absence of such consent.

5. List of Inventions

I have attached hereto as Exhibit A a complete list of all inventions or improvements to which I claim ownership and that I desire to remove from the operation of this Agreement, and I acknowledge and agree that such list is complete. If no such list is attached to this Agreement, I represent that I have no such inventions or improvements at the time of signing this Agreement.

F. Non-Solicitation of Company Employees

During the term of my relationship and for one (1) year thereafter, I will not encourage or solicit any employee of the Company to leave the Company for any reason or to accept employment with any other company. As part of this restriction, I will not interview or provide any input to any third party regarding any such person during the period in question.

G. Company Authorization for Publication

Prior to my submitting or disclosing for possible publication or dissemination outside the Company any material prepared by me that incorporates information that concerns the Company’s business or anticipated research, I agree to deliver a copy of such material to an officer of the Company for his or her review. Within twenty (20) days following such submission, the Company agrees to notify me in writing whether the Company believes such

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material contains any Proprietary Information or Inventions, and I agree to make such deletions and revisions as are reasonably requested by the Company to protect its Proprietary Information and Inventions. I further agree to obtain the written consent of the Company prior to any review of such material by persons outside the Company.

H. Duty of Loyalty

I agree that, during the term of my relationship with the Company, I will not provide consulting services to or become an employee of, any other firm or person engaged in a business in any way competitive with the Company, without first informing the Company of the existence of such proposed relationship and obtaining the prior written consent of the Company representative responsible for the organization in which I am providing consulting services.

I. Outside Obligations

I represent that my performance of all the terms of this Agreement and as a consultant of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me in confidence or in trust prior to or concurrent with my relationship with the Company, and I will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous employers or others. I have not entered into and I agree I will not enter into any agreement, either written or oral, in conflict herewith or in conflict with my relationship with the Company. I further agree to conform to the rules and regulations of the Company.

J. Independent Contractor Status

I agree that this Agreement is not an employment contract and that I will not, at any time, be an employee of the Company. Furthermore, except as provided in Section (H), I agree that I may and probably will perform services for others during the term of my relationship with the Company. I further understand and agree that I am not eligible for any Company benefits, including, but not limited to, group health insurance, workers' compensation, vacation, profit sharing or retirement benefits.

K. Severability

I agree that if one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

L. Authorization to Notify New Employer

I hereby authorize the Company to notify any subsequent company I perform services for about my rights and obligations under this Agreement following the termination of my relationship with the Company.

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M. Company Agreements

Company hereby agrees that (i) the foregoing agreements shall not prevent me from providing consulting services to other ecommerce related companies provided, that at all times I will continue to be bound by the provisions hereof and (ii) Company shall not engage in a business the primary purpose of which is to provide consulting services to ecommerce related companies.

N. Entire Agreement

This Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us, including but not limited to any and all statements made by any officer, employee or representative of the Company regarding the Company's financial condition or future prospects. I understand and acknowledge that, except as set forth in this Agreement, (i) no other representation or inducement has been made to me, (ii) I have relied on my own judgment and investigation in accepting my relationship with the Company, and (iii) I have not relied on any representation or inducement made by any officer, employee or representative of the Company. No modification of or amendment to this Agreement nor any waiver of any rights under this Agreement will be effective unless in a writing signed by the President of the Company and me. I understand and agree that any subsequent change or changes in my duties or compensation will not affect the validity or scope of this Agreement.

O. Effective Date

This Agreement shall be effective as of the first day of my relationship with the Company and shall be binding upon me, my heirs, executor, assigns and administrators and shall inure to the benefit of the Company, its subsidiaries, successors and assigns.

P. Governing Law

Although I may provide consulting services for the Company outside of California or the United States, I understand and agree that this Agreement shall be interpreted and enforced in accordance with the laws of the State of California.

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY.

web spider technologies (Company Name)

Name (Please Print)



Signature

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Date: 18/02/2012 _____

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EXHIBIT A

1. The following is a complete list of all Inventions or improvements relevant to the subject matter of my consulting and/or advisory services to the Company that have been made or discovered or conceived or first reduced to practice by me or jointly with others prior to my relationship with the Company that I desire to remove from the operation of the Company's Proprietary Information and Inventions Agreement:

___ No inventions or improvements.

___ See below: Any and all inventions regarding:

___ Additional sheets attached.

2. I propose to bring to my relationship the following materials and documents:

___ No materials or documents

___ See below:

Tahir Khan

Date: 18 02, 20 12