

THIS INDEPENDENT CONTRACTOR'S AGREEMENT (the "Agreement") is made as of 5/19/2011 by and between "MarketingHuddle LLC" (the Marketing Huddle LLC), and " \_\_\_\_\_ " (the Independent Contractor) a corporation/sole proprietorship with its principal place of business at: \_\_\_\_\_  
"Independent Contractor's home."

In consideration of the mutual premises herein contained, Marketing Huddle LLC and Independent Contractor hereby agree as follows:

#### SECTION 1: ENGAGEMENT

The Marketing Huddle LLC hereby engages the Independent Contractor to render the services, and deliver the reports, according to the schedule and as described in the annexed Exhibit A (collectively, the "Services"). In the event of any conflict between this Agreement and the annexed Exhibit A, this Agreement shall control.

#### SECTION 2: COMPENSATION

A. In full consideration for the performance of the Services hereunder, and for any rights granted or relinquished by the Independent Contractor under this Agreement, the Marketing Huddle LLC shall pay the Independent Contractor as follows (check as applicable):

A Percentage of sales (the "Fee") in the amount of 30% USD for all upfront and recurring monthly fees on sales made by Independent Contractor. For all "White Label" partnerships set up by the Independent Contractor, a 15% commission will be paid on all upfront and recurring monthly fees for each client sent by the white-label firm.

B. Payments shall be preceded by an invoice from Independent Contractor (to be submitted monthly), which Marketing Huddle LLC shall then pay by Paypal.

C. Independent Contractor acknowledges and agrees that, except as provided in this Section 2, it shall not be entitled to, and the Marketing Huddle LLC shall not be obligated to pay, any monies or other compensation for the Services provided and rights granted under this Agreement.

#### SECTION 3: ASSURANCE OF SERVICES

A. Independent Contractor will assure that the following individuals (the "Key Employees") will be available to perform, and will perform, the Services hereunder until they are completed (identify by title and name as applicable):

Name of Key Employee, Independent Contractor

B. The Key Employees may be changed only with the prior written approval of the Marketing Huddle LLC, which approval shall not be unreasonably withheld.

#### SECTION 4: INDEPENDENT CONTRACTOR RELATIONSHIP

A. Independent Contractor agrees to perform the Services hereunder solely as an Independent Contractor. The parties to this Agreement recognize that this Agreement does not create any actual or apparent agency, partnership, franchise, or relationship of employer and

employee between the parties. The Independent Contractor is not authorized to enter into or commit the Marketing Huddle LLC to any agreements, and the Independent Contractor shall not represent itself as the agent or legal representative of the Marketing Huddle LLC.

B. Further, the Independent Contractor shall not be entitled to participate in any of the Marketing Huddle LLC's benefits, including without limitation any health or retirement plans. The Independent Contractor shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in this Agreement.

C. Marketing Huddle LLC shall not be liable for taxes, Worker's Compensation, unemployment insurance, employers' liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of the Independent Contractor or any other person consulted or employed by the Independent Contractor in performing Services under this Agreement. All such costs shall be Independent Contractor responsibility.

#### SECTION 5: PROPRIETARY RIGHTS

A. The Independent Contractor acknowledges that it has no right to or interest in its work or product resulting from the Services performed hereunder, or any of the documents, reports or other materials created by the Independent Contractor in connection with such Services, nor any right to or interest in any copyright therein. The Independent Contractor acknowledges that the Services and the products thereof (hereinafter referred to as the "Materials") have been specially commissioned or ordered by the Marketing Huddle LLC as "works made-for-hire" as that term is used in the Copyright Law of the United States, and that the Marketing Huddle LLC is therefore to be deemed the author of and is the owner of all copyrights in and to such Materials.

B. In the event that such Materials, or any portion thereof, are for any reason deemed not to have been works made-for-hire, the Independent Contractor hereby assigns to the Marketing Huddle LLC any and all right, title, and interest Independent Contractor may have in and to such Materials, including all copyrights, all publishing rights, and all rights to use, reproduce, and otherwise exploit the Materials in any and all formats or media and all channels, whether now known of hereafter created. The Independent Contractor agrees to execute such instruments as the Marketing Huddle LLC may from time to time deem necessary or desirable to evidence, establish, maintain, and protect the Marketing Huddle LLC's ownership of such Materials, and all other rights, title, and interest therein.

C. Notwithstanding the foregoing, the Marketing Huddle LLC acknowledges that the Independent Contractor ability to carry out the work required is heavily dependent upon the Independent Contractor past experience in the industry and in providing similar services to others and they expect to continue such work in the future. Subject to the confidentiality provisions of Section 6 below, generic information communicated to the Marketing Huddle LLC in the course of this project either orally, in the form of presentations, or in documents that report such general industry knowledge is not subject to the terms of A & B above.

#### SECTION 6: CONFIDENTIALITY

A. In connection with the performance of Services hereunder, the Independent Contractor may be exposed to confidential and proprietary information of the Marketing Huddle LLC, whether or not so identified (including without limitation this Agreement). All such confidential and proprietary information shall be subject to the terms and conditions of the Non-Disclosure Agreement, as annexed in Exhibit B.

B. The Independent Contractor shall not, without the prior written consent of the Marketing Huddle LLC, use the Marketing Huddle LLC's name in any advertising or promotional literature or publish any articles relating to the Marketing Huddle LLC, this Agreement, or the Services and shall not otherwise refer to the retention of Independent Contractor to render consulting services hereunder.

#### SECTION 7: WARRANTIES AND INDEMNIFICATION

A. The Independent Contractor represents and warrants that:

i) The Services shall be performed in accordance with, and shall not violate, applicable laws, rules or regulations, and standards prevailing in the industry and the Independent Contractor shall obtain all permits or permissions required to comply with such laws, rules or regulations;

ii) The Materials shall be original, clear, and presentable in accordance with generally applicable standards in the industry;

iii) The Materials will not contain libelous, injurious, or unlawful material and will not violate or in any way infringe upon the personal or proprietary rights of third parties, including property, contractual, employment, trade secrets, proprietary information, and non-disclosure rights, or any trademark, copyright, or patent, nor will they contain any format, instruction, or information that is inaccurate or injurious to any person, computer system, or machine;

vi) The Independent Contractor has full power and authority to enter into and perform its obligations under this Agreement; this Agreement is a legal, valid, and binding obligation of Independent Contractor, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies); entering into this Agreement will not violate the Charter or By-laws of Independent Contractor or any material contract to which it is a party;

v) The Independent Contractor will perform the Services in accordance with the specifications established by the Marketing Huddle LLC.

B. The Marketing Huddle LLC represents and warrants that it has full power and authority to enter into and perform its obligations under this Agreement; this Agreement is a legal, valid, and binding obligation of the Marketing Huddle LLC, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies); entering into this Agreement will not violate the Charter or By-laws of the Marketing Huddle LLC or any material contract to which it is a party.

C. The Independent Contractor shall comply with all of the Marketing Huddle LLC's standards and procedures when working on-site (if applicable) or off-site at the Marketing Huddle LLC, including without limitation, standards relating to security.

D. The Marketing Huddle LLC shall not be liable for injury or death occurring to the Independent Contractor or any of its employees or other assistants in the course of performing this Agreement.

E. The Independent Contractor hereby indemnifies and holds harmless the Marketing Huddle LLC, its subsidiaries, and affiliates, and their officers and employees, from any damages, claims, liabilities, and costs, including reasonable attorney's fees, or losses of any kind or nature whatsoever ("Loss") which may in any way arise from the Services performed by the Independent Contractor hereunder, the work of employees of the Independent Contractor while performing the Services of the Independent Contractor hereunder, or any breach or alleged breach by Independent Contractor of this Agreement, including the warranties set forth herein. The Marketing Huddle LLC shall retain control over the defense of, and any resolution or settlement relating to, such Loss. The Independent Contractor will cooperate with the Marketing Huddle LLC and provide reasonable assistance in defending any such claim.

#### SECTION 8: TERM AND TERMINATION

A. The term of this Agreement shall commence on the date hereof and shall continue until the Independent Contractor satisfactorily completes performance of the Services (hereinafter the "Term").

B. This Agreement may be terminated:

i) by either party upon fifteen (15) days prior written notice if the other party breaches or is in default of any obligation hereunder and such default has not been cured within such fifteen (15) day period

ii) by the Marketing Huddle LLC at any time during the Term for any reason (or no reason) upon ten (10) days written notice.

C. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting, directly or indirectly, from acts of God, civil or military authority, acts of the public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, the elements, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation or any causes beyond the control of such party.

D. Upon termination by either party, Independent Contractor shall provide to Marketing Huddle LLC any and all copies, in whole or in part, of the Materials (as they then exist) and any and all tangible materials the Marketing Huddle LLC provided to the Independent Consultant in connection with this Agreement.

#### SECTION 9: DAMAGES AND REMEDIES

A. In the event of termination of this Agreement by the Marketing Huddle LLC pursuant to Section 8.B (i), the Marketing Huddle LLC shall have all remedies available to it at law and in equity. Any and all Materials prepared for and/or delivered to the Marketing Huddle LLC

prior to termination shall remain the property of the Marketing Huddle LLC.

B. In the event of termination pursuant to Section 8.B (ii), and provided that Independent Contractor is not in material breach of its obligations hereunder, the Independent Contractor shall be entitled to keep all monies already paid pursuant to Section 2 and the Marketing Huddle LLC's sole obligation shall be to pay Independent Contractor the amount due for Services already acceptably performed and Materials already accepted, pro rata. In no event shall the Marketing Huddle LLC be liable for any lost profits or consequential, incidental or special damages.

C. The Independent Contractor waives any and all right to injunctive relief in the event of any dispute with the Marketing Huddle LLC, and the Independent Contractor's sole remedy in such a dispute shall be at law.

#### Section 10: GENERAL TERMS

A. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado applicable to contracts made and fully performed therein, and the state and federal courts located in Colorado shall have exclusive jurisdiction of all suits and proceedings arising out of or in connection with this agreement. Both parties hereby submit to the jurisdiction of said courts for purposes of any such suit or proceeding, and waive any claim that any such forum is an inconvenient forum.

B. Any notices to either party under this Agreement shall be in writing and delivered by hand or sent by nationally recognized messenger service, or by registered or certified mail, return receipt requested, to the address set forth above or to such other address as that party may hereafter designate by notice. Notice shall be effective when received, which shall be no greater than one (1) business day after being sent by a nationally recognized messenger service or three days after being sent by mail.

C. The Marketing Huddle LLC may freely assign this Agreement, in whole or in part. The Independent Contractor may not, without the written consent of the Marketing Huddle LLC, assign, subcontract, or delegate its obligations under this Agreement, except that the Independent Contractor may transfer the right only to receive any amounts which may be payable to it for performance under this Agreement, and then only after receipt by the Marketing Huddle LLC of written notice of such assignment or transfer. This Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns.

D. The waiver by either party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any subsequent or other breach or violation.

E. Following the expiration or termination of this Agreement, whether by its terms, operation of law, or otherwise, the terms and conditions set forth, as well as any term, provision, or condition required for the interpretation of this Agreement or necessary for the full observation and performance by each party hereto of all rights and

obligations arising prior to the date of termination, shall survive such expiration or termination.

F. This Agreement represents the entire Agreement between the parties. The Agreement may not be amended, changed, or supplemented in any way except by written Agreement signed by both parties.

By:

A handwritten signature in black ink, appearing to read "W. H. Summers". The signature is written in a cursive, somewhat stylized font.

Title: President, Marketing Huddle LLC

Date: 5/19/2011

By:

Title: INDEPENDENT CONTRACTOR

Date: