

SUB-CONTRACTOR AGREEMENT

This Subcontractor Agreement ("Agreement") is entered into by and between

("Contractor") and

("Subcontractor").

NOW THEREFORE, in consideration of the foregoing, and of the mutual covenants and agreements set forth herein, Contractor hires Subcontractor, and Subcontractor agrees to work for Contractor and ("Client"), intending to be legally bound, agree as follows:

I Agree

TERMS OF AGREEMENT. Subcontractor agrees to produce ("work") outlined in the ("work and compensation schedule") at the request of the Contractor, hired by their Client for fees agreed upon in advance. Subcontractor agrees that they will be the sole author of the work, which will be original work by Subcontractor, free of plagiarism. Subcontractor agrees to use reasonable care to ensure that all facts and statements in the work are true and that the work does not infringe upon any copyright, right of privacy, proprietary right, right of publicity or any other right of a third Party. Subcontractor agrees that Contractor has the right to edit the work as it deems appropriate, and that Subcontractor will cooperate with Contractor in editing and otherwise reviewing the work prior to completion. Subcontractor will cooperate with Contractor if any complaints, claims or litigation should arise from Client regarding the work.

I Agree

CONFIDENTIALITY. Subcontractor acknowledges that he/she may be furnished or may otherwise receive or have access to information which relates to the Client's past, present or future products, vendor lists, creative works, marketing strategies, pending projects and proposals, and other proprietary information which gives the Client an opportunity to acquire an advantage over its competitors who do not know or use the ("proprietary Information"). Subcontractor agrees to preserve and protect the confidentiality of the proprietary information and all physical forms thereof, whether disclosed to Subcontractor before this Subcontractor agreement is signed or afterward. In addition, Subcontractor shall not disclose or disseminate the proprietary information to any third party and shall not use the proprietary information for his or her own benefit or for the benefit of any third party. Without limiting the generality of the foregoing, Subcontractor shall be prohibited from discussing the Client or the work with a representative of the press or media, either directly or indirectly, without the Client's express prior written approval.

I Agree

CONFLICT OF INTEREST. Subcontractor represents that its execution and performance of this Agreement does not conflict with or breach any contractual, fiduciary or other

duty or obligation to which Subcontractor is bound. Subcontractor shall not accept any work from any other business organizations or entities which would create an actual or potential conflict of interest which is detrimental to the Contractor's and Client's business interests.

I Agree

CUSTOMER INTERACTIONS. During period of performance of a work and compensation schedule, the Subcontractor may have direct communication with the Client, limited solely to those communications necessary to affect provision of Services and/or Deliverables. The Contractor will provide Subcontractor with a free email account using Contractor's brand so everything will remain consistent for the Client. If while delivering services, the Subcontractor becomes aware of potential additional work or opportunities specifically related to this Client, the Subcontractor will disclose such information to Contractor.

I Agree

EXCLUSIVITY. Subcontractor understands that by signing this Agreement, it is appointing Contractor as an exclusive representative for this Client. During the term of this Agreement and for three (3) years following termination of this Agreement, Subcontractor shall not, directly or indirectly, either as an organization, as an individual, as an employee or member of a partnership, or as an employee, officer, director or stockholder of any corporation, or in any other capacity, solicit or accept, or advise anyone else to solicit or accept, any business that competes directly with Contractor regarding this Client, to whom Subcontractor was introduced pursuant to this Agreement. In addition, Subcontractor shall not directly or indirectly use or make available to any person, firm, or corporation the knowledge of the business the Contractor gained by Subcontractor during the term of this Agreement.

I Agree

COMPENSATION. Subcontractor is forbidden to discuss any pricing directly with the Client. Subcontractor will quote pricing directly with Contractor. Contractor agrees to pay Subcontractor according to each work and compensation schedule that will be signed by both parties before beginning any work.

I Agree

INVOICING INSTRUCTIONS. Subcontractor shall submit a separate invoice for each work and compensation schedule before the work begins. Contractor will pay Subcontractor for 50% of the total estimated cost of the work. Once work is completed and approved by the Client, Contractor will pay Subcontractor the remaining balance for the work completed. Subcontractor is responsible for the payment of all federal, state and/or local taxes with respect to the services they perform for the Contractor as an independent Subcontractor. The Contractor will not treat Subcontractor as an employee for any purpose.

I Agree

CANCELLATION. Contractor may terminate this Agreement and any open work and compensation schedules if the Subcontractor fails to perform any of its obligations or breaches any of the warranties provided herein and fails to correct such failure within ten (10) calendar days. Contractor shall be entitled to seek and obtain all remedies available to it in law or in equity. Upon termination of any work and compensation schedule herein, Subcontractor will immediately provide to the Contractor, any and all work in progress or completed prior to termination date. Subcontractor will only be compensated for the partially completed work. Any prepaid compensation to the Subcontractor for uncompleted work will immediately be returned to the Contractor so that they may be able to hire another Subcontractor to complete the work. Subcontractor may terminate this Agreement upon thirty (30) calendar days prior written notice provided there are no open work and compensation schedules open at the time notice is given. If Client halts work within seven (7) calendar days after initial payment, Contractor and Subcontractor will only keep payment for work completed and Subcontractor will reimburse Contractor for unused portion. If Client halts work on the 8th day of signed ("Digital Marketing Contract") date, all payments made to Contractor and Subcontractor will be non-refundable to the Client.

I Agree

COPYRIGHT. Copyright to the finished assembled work to the Client produced by the Subcontractor is owned by the Contractor. Subcontractor may use work they produced that is not proprietary or confidential and approved by the Client, in their portfolio for their own marketing purposes.

I Agree

INDEMNIFICATION. Subcontractor shall defend, indemnify, protect and hold harmless Contractor, the Client, and each of their officers, employees and agents from and against any and all losses, demands, attorneys' fees, expenses, costs, damages, judgments, liabilities, causes of action, obligations or suits resulting from (1) any negligent act or omission or willful misconduct of Subcontractor, its personnel or approved Subcontractors, (2) the breach of any provision of this Agreement by Subcontractor or its personnel or any approved Subcontractors of Subcontractor, or (3) any claim that Intellectual Property provided by the Subcontractor under this Agreement infringes or misappropriates any third party Intellectual Property Right.

I Agree

GOVERNING LAW. The Parties shall make a good-faith effort to amicably settle by mutual agreement any dispute that may arise between them under this Agreement. The foregoing requirement will not preclude either Party from seeking injunctive relief as it deems necessary to protect its own interests. This Agreement will be construed and enforced in accordance with the laws of Las Vegas Nevada. Both Parties agree that the occurrence of a dispute shall not interfere with either Party's performance or other obligations under this Agreement.

I Agree

SOLE AGREEMENT. The agreement contained in this Subcontractor agreement constitutes the sole agreement between Contractor and the Subcontractor regarding the work. Any additional work not specified in the work and compensation schedule must be authorized by a written change order. All prices specified in the work and compensation schedule will be honored by the Subcontractor to the Contractor for two (2) months from the work and compensation schedule signed date. Continued services after that time will require a new work and compensation schedule. This Subcontractor Agreement may not be amended except in writing, signed by both parties. The undersigned agrees and understands the terms of this agreement on behalf of his or her organization or business.

I Agree

YOUR FULL NAME/COMPANY

SIGNATURE

AGREEMENT SIGN DATE