

MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT (this "Agreement") is made this ____ day of _____, 20__ (the "Effective Date"), by and between _____, a Texas _____ (the "Company") and _____, a _____ (the "Contractor") to provide certain services at the request of the Company in accordance with the terms hereof.

Recitals

Company desires to engage Contractor to perform the Services (defined below) for Company on the terms and conditions, and subject to the rights of termination hereinafter set forth, and Contractor is willing to accept such engagement on such terms and conditions.

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Engagement. The Company hereby engages Contractor as an independent contractor to provide the services described on Exhibit A attached hereto (the "Services") to the Company as requested by the Company from time to time and Contractor does hereby accept and agree to such engagement. Contractor shall perform and complete all Services rendered on behalf of the Company in a professional and workmanlike manner, with diligence, and utilizing his or her best efforts.

2. Compensation. The Company shall pay Contractor, and Contractor agrees to accept from the Company as full compensation for the Services provided hereunder at the rates, and according to the terms and conditions, set forth on Exhibit B attached hereto.

3. Independent Contractor Relationship. The Company shall not be responsible for any Federal, State or local payroll or withholding taxes due on behalf of Contractor for any compensation paid by the Company pursuant to this Agreement. Except as specifically provided herein, Contractor shall receive no other compensation or benefits for the Services. Contractor shall not be deemed to be an employee of the Company, and Contractor agrees that he or she is not entitled to the rights or benefits afforded to the Company's employees, including paid time off, disability or unemployment insurance, workers' compensation, medical insurance, sick leave, pension, retirement or any other employment benefit that the Company may from time to time provide for its regular employees. Nothing in this Agreement shall be construed to create an employer-employee relationship between Company and Contractor.

4. Expenses. Except as otherwise agreed or provided by this Agreement, Contractor shall be liable for all expenses incurred in the satisfaction of Contractor's obligations under this Agreement.

5. Licenses and Equipment. Contractor shall be responsible for securing all necessary licenses, bonds and permits and for providing all supplies and tools required for the performance of the Services under this Agreement.

6. Responsibility for Personnel. All personnel supplied or used by Contractor shall be deemed Contractor's employees or subcontractors and will not be considered employees, agents or subcontractors of the Company for any purpose. Contractor assumes full responsibility for the actions of all such personnel while performing services under this agreement and for the payment of their compensation.

7. Hold Harmless. Contractor agrees to indemnify and hold the Company harmless from any liabilities, claims or demands (including the costs, expenses, and attorney's fees on account thereof, and including claims made by Contractor or on Contractor's behalf) that may be made (a) for injuries to persons or damage to property resulting from Contractor's acts or omissions or those of persons furnished by Contractor, and (b) by personnel furnished by Contractor for injuries or damages claimed under worker's compensation or similar acts. At the request of the Company, Contractor will present written evidence satisfactory to the Company demonstrating that Contractor has procured (and continues to maintain) liability insurance and worker's compensation insurance protecting against claims described herein and insuring against such risks, hazards and casualties as customarily insured against by companies and/or individuals similarly situated.

8. No Exclusivity. Nothing in this Agreement is intended to create any obligation on the part of the Company to make referrals for work similar to the Services to be performed by Contractor hereunder exclusively to Contractor, nor shall Company be prohibited from providing such services the by itself.

9. Intellectual Property. Any improvements, inventions, new techniques, processes, programs or products (the "Work Product") made or developed by Contractor during the course of Contractor's engagement hereunder, within or after normal business hours, relating to the business of the Company, shall be deemed to have been made or developed by Contractor solely for the benefit of the Company and shall be the sole and exclusive property of the Company. Contractor agrees that any Work Product shall be the property of the Company and, if subject to copyright, shall be considered a "work made for hire" within the meaning of the Copyright Act of 1976, as amended (the "Act"). If and to the extent that any such Work Product is found as a matter of law not to be a "work made for hire" within the meaning of the Act, Contractor expressly assigns to the Company all right, title, and interest in and to the Work Product, and all copies thereof, and the copyright, patent, trademark, trade secret, and all Contractor's proprietary rights in the Work Product, without further consideration, free from any claim, lien for balance due or rights of retention thereto on Contractor's part. Contractor shall not, during or after the course of Contractor's engagement, use or disclose to any other person or entity any such process, program, technique, product, research item, invention or other improvement except as expressly authorized in writing by the

Company. Contractor agrees to execute any documents reasonably requested by the Company in order to effect any of the above provisions.

10. Confidential Information.

10.1. Non-Disclosure of Confidential Information. It is understood that Contractor will receive, deal with and have access to Confidential Information of the Company and its affiliates and that Contractor holds such Confidential Information in trust and confidence for the Company and its Affiliates. Contractor agrees that Contractor shall not, during the course of this engagement or at any time thereafter, in any fashion, form or manner, directly or indirectly, retain, make copies of, divulge, disclose or communicate to any other party, in any manner whatsoever, except when necessary or required in the normal course of Contractor's performance hereunder and for the exclusive benefit of the Company or with the express written consent of the Company, any of the Confidential Information of the Company or its affiliates or any information of any kind, nature or description whatsoever concerning any matters affecting or relating to the business of the Company and its affiliates.

10.2. Confidential Information Defined. For purposes of this Agreement, "Confidential Information" means and includes any information or materials and copies thereof: (i) which are considered to be proprietary to the Company or its affiliates, (ii) which the Company or its affiliates treat as confidential, (iii) which the Company or its affiliates are developing or have developed in whole or in part, or (iv) which Contractor may obtain knowledge of, or access to, during Contractor's performance hereunder, including without limitation, any information related to the compensation paid to Contractor by the Company for services performed related to or in connection with this Agreement or any other agreements by and between the Company and Contractor, any software developed by or for the Company or its affiliates, the nature and results of the research and development activities of the Company or its affiliates and any other materials or information related to the business or activities of the Company or its affiliates which are not generally known to others engaged in similar business or activities. The Confidential Information is the property of the Company or its affiliates, as applicable, and shall at all times remain the sole and exclusive property of the Company or its affiliates, as applicable.

11. Non-Competition; Non-Solicitation. Contractor agrees that, during the term of this Agreement, and for a period of two (2) years immediately following the termination of this Agreement for any reason whatsoever, Contractor shall not, without the Company's prior written consent, as an owner, partner, proprietor, investor, consultant, independent contractor, employee, or otherwise: (i) solicit (directly or indirectly, for its own account, or for the account of others), or accept orders or employment for, services of a kind or nature like or similar to services performed by the Company during the term of this Agreement from any client or potential client of the Company with whom Contractor dealt on behalf of the Company at any time during the two (2) years immediately preceding termination of this Agreement, or from any employee or affiliate of any of the foregoing, (ii) directly or indirectly urge any party listed in (i), above, to discontinue business, in whole or in part, not to do business with,

the Company or (iii) refer any of the parties listed in (i), above, to any company or person other than the Company that performs like or similar services to services performed by the Company during the term of this Agreement .

Contractor expressly acknowledge and agrees that (a) the restrictions set forth herein are reasonable, in terms of scope, duration, geographic area, and otherwise, (b) the protections afforded to the Company hereunder are necessary to protect its legitimate business interests, and (c) the agreement to observe such restrictions form a material part of the consideration for Contractor's engagement by the Company. If any restriction set forth in this **Section 11** is held by a court of competent jurisdiction to be unenforceable with respect to one or more geographic areas, lines of business and/or periods of duration, or otherwise, then Contractor agrees, and hereby submits, to the reduction and limitation of such restriction to the minimal extent necessary so that the provisions of this **Section 11** shall be enforceable.

12. Contractor Representations and Warranties. Contractor represents and warrants that: (i) the Services will be performed in a commercially reasonable manner in accordance with the standards generally prevailing in the industry; (ii) neither this Agreement nor Contractor's performance of its obligations hereunder will place Contractor in breach of any other contract or obligation and will not violate the rights of any third party; (iii) the Work Product, if any, shall not infringe or otherwise violate any third party's copyright, trade secret, trade dress, patent or other intellectual property right whatsoever; and (iv) if Contractor is a corporation, limited liability company, partnership or other business entity, it represents and warrants that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement and to perform all matters described hereunder and that the individual executing this Agreement on its behalf has been duly authorized to act for and to bind it to the terms of this Agreement.

13. Term and Termination.

13.1. Term and Termination. This Agreement shall become effective as of the Effective Date hereof and shall remain in effect unless and until terminated according to this **Section 13**. Either party shall have the right to terminate this Agreement at any time upon thirty (30) days' written notice.

13.2. Effect of Termination. Upon termination or expiration of this Agreement for any reason: (i) Contractor shall immediately return any Company marketing materials, equipment and/or Confidential Information; (ii) Contractor shall deliver to Company, within 10 days of the termination, all work-in-progress and any other materials related to the development and performance of the Services; (iii) any payments outstanding will be made when due; provided, however, Company shall have the right to withhold payment of final fees until Contractor has complied with the provisions of (i) and (ii) above; and (iv) the following Sections of this Agreement shall survive: 7 through 12, 13.2 and 14.

14. Miscellaneous.

14.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other prior or contemporary oral or written representations or agreements between the Company and Contractor regarding such subject matter.

14.2. Binding Nature. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, personal representatives, distributees, heirs and legatees.

14.3. Modification. The parties may modify this Agreement only by a written instrument executed by both parties.

14.4. Severability. Except as otherwise provided in this Agreement, if any term or provision of this Agreement is held to be illegal or invalid, said illegality or invalidity shall not affect the remaining terms or provisions hereof, and each term and provision of this Agreement shall continue to the fullest extent permitted by law.

14.5. Expenses of Enforcement. Contractor agrees to reimburse the Company for all costs and expense, including reasonable attorneys' fees, incurred by the Company in connection with the enforcement of its rights under any provision of this Agreement.

14.6. Choice of Law and Forum. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, without regard to any conflicts of laws rules. Any dispute related to this Agreement will be resolved by the courts of competent subject matter jurisdiction located in Dallas County, Texas. Contractor expressly consents to the personal jurisdiction of the state and federal courts located in Dallas County in the State of Texas for any lawsuit filed there against it by the Company arising from or relating to this Agreement.

14.7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

("COMPANY"):

By: _____
Name _____
Title _____

("CONTRACTOR"):

By: _____
Name _____
Title _____

SAMPLE

Exhibit A

Description of the Services

Contractor will provide the following services pursuant to the Independent Contactor Agreement:

SAMPLE

Exhibit B

Contractor's Compensation Schedule

Company shall pay Contractor, and Contractor agrees to accept from the Company as full compensation for the Services, as follows:

A. Services Fee. During the Term of the Agreement, Contractor shall receive a services fee in the amount of \$3541.67 per month (the "Services Fee"), payable on or before the fifth (5th) day of each calendar month via check made payable to the Contractor.

B. Expenses. In addition to the other compensation described in this Schedule, Company will also pay, either directly or via reimbursement to Contractor, for certain Travel and direct expenses related to the Services (collectively, "Expenses"). Payment of any and all such Expenses will be made in accordance with the "Company Independent Contractor Expense Policy", which is incorporated by reference as if restated in full herein, and as the same shall be amended by Company from time to time, at its sole discretion.

C. Payments. All payments to be made to Contractor in connection with this Agreement shall be made in U.S. Dollars, via check, or, at Company's sole discretion, via alternate means such as PayPal, via direct deposit to an account designated by Contractor, or by any such other payment method acceptable to the parties. Contractor shall solely bear any transaction or other costs associated with such payments, including, without limitation, costs associated with currency conversion or wire transfer fees.