

COLLABORATIVE ADVENTURES LLC INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement for Service Providers ("Agreement") is made this [DATE],

BETWEEN: **COLLABORATIVE ADVENTURES LLC** (the "Company"), an LLC organized and existing under the laws of FLORIDA, with its main office located at 8 Choctaw Trail, Ormond Beach, FL 32174;

AND: **[SERVICE PROVIDER's NAME]**, an Independent Contractor, (the "Service Provider"), a company organized and existing within the UNITED STATES.

RECITALS

- A. WHEREAS, the Company and Service Provider are collectively, at times, referred to as the Parties.
- B. WHEREAS, Company is a "manufacturer of businesses" and is a goal-oriented company. And, the Service Provider, as an INDEPENDENT CONTRACTOR, is given the freedom to perform accepted responsibilities in a manner that allows it to achieve the goals set by the Company. But, even though the Service Provider is not provided the typical hand holding (*training, instructions, hours, location, expense money, etc.*) that an employee might receive, it is certainly held responsible for achieving the agreed upon results. And, of course, the estimated dates of completion, as well as the quality of work, are of utmost importance. However, as an Independent Contractor, it is given the option to employ other people capable of satisfying the objectives. But, in no way does this relieve the Service Provider from the ultimate responsibility for achieving successful results. Furthermore, once their specific Job Assignments are complete, their talents might be needed to help maintain either their original work, or that of others. So, even though they probably have commitments to unrelated companies, we are hoping that they will remain accessible. This is especially true since Service Providers are part of a team. Therefore, it is possible that failure on the part of any team member could damage the chances for overall Company success.
- C. WHEREAS, Company desires to engage Service Provider as an independent contractor to perform business services for Company and Service Provider is willing to perform such services, on the terms and conditions set forth below. Generally, the areas of service will be related to technical, marketing and sales.
- D. WHEREAS, Deliverables is a project management term for the quantifiable goods or services that will be provided by a Service Provider upon the completion of a project. Deliverables can be tangible or intangible parts of the development process, and they are often specified functions or characteristics of the project

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

1. TERM

This Agreement, unless modified by the Parties, is a continuous agreement that effectively commences after a Service Provider begins working on their first accepted Job Assignment and, subsequently, shall terminate as defined in the TERMINATION clause defined in **Paragraph 9**.

2. STATUS OF INDEPENDENT CONTRACTOR

This Agreement does not constitute a hiring by either party. It is the Parties intentions that Service Provider shall have an independent contractor status and is not an employee for any purposes (*please see above RECITALS "B"*). Service Provider shall retain sole and absolute discretion in the manner and means of carrying out their activities and responsibilities under this Agreement. This Agreement shall not be considered or construed to be a partnership or joint venture, and the Company shall not be liable for any obligations incurred by Service Provider unless specifically authorized in writing. Service Provider shall not act as an agent of the Company, seemingly or otherwise, nor bind the Company in any manner, unless specifically authorized to do so in writing.

3. SERVICES PROVIDED

3.1. Engagement and Services

Company hereby engages Service Provider, and Service Provider accepts such engagement, subject to the terms and conditions contained herein, to perform for Company any one of a myriad of services. These services are all related to the main functions required of any new business. A more extensive understanding of the specific Job Assignments is presented under the Company's main website and are broken out under five (5) main areas of new business development. They are: "Imagine It", "Build It", "Market It", "Maintain It" and "Manage It".

3.2. Job Assignments (see Exhibit A below)

The Parties intend that this Agreement shall act as a "master" agreement and that the terms herein shall govern all services that are performed by the Service Provider for the Company, unless of course the Parties specifically agree that this Agreement shall not apply in a separate written agreement signed by authorized representative of both Parties. The precise activities to be performed in each assigned task shall be included in separate Job Assignments. And, unless the Job Assignments specify otherwise, they will be subject to the terms and conditions of this Agreement. Each Job Assignment shall set forth the goals to be attained (*expected end results*), the projected time frame for completion and the dollar amount to be earned by the Service Provider for successfully completing such services in a valuable and timely fashion. The intent is always to deliver professional services in a timely manner that allows the Company to deliver an excellent, high quality product to the marketplace.

3.3. Reasonable Diligence

Service Provider shall use reasonable diligence to promptly perform the services described in a Job Assignment and to meet any delivery dates or project deadlines agreed to by the Parties and to provide services that are in compliance with agreed specifications, project parameters and goals set by the Company. All services shall be provided in a professional and workmanlike manner and in compliance with standard industry requirements. In addition, **if necessary**, the Service Provider will only use qualified and experienced personnel who are managed by them.

3.4. Work Progress

Service Provider shall continually communicate with the Company regarding progress made by the Service Provider in performing the services. Upon request from the Company, Service Provider shall prepare and deliver to the Company written reports summarizing progress in providing the services called for in this Agreement.

4. COMPENSATION

4.1. Payment of Compensation

As mentioned above, all compensation related to Job Assignments is defined in separate agreements that specify goals to be attained (*expected end results*), the projected time frame for completion and the dollar amount to be earned by the Service Provider for successfully completing such services in a valuable and timely fashion.

5. OWNERSHIP AND USE OF PROPRIETARY PROPERTY

5.1. Proprietary Rights Acknowledgment

Service Provider expressly acknowledges and agrees that any and all proprietary materials created by Service Provider in the scope of providing service hereunder shall be created as "works made for hire" as defined in the United States Copyright Act and that Company shall be the true and lawful owner of all copyrights and other proprietary rights in and to such items and shall be considered to be the sole and exclusive author of such materials within the meaning of the United States Copyright Act. These items shall include, but shall not necessarily be limited to any and all Deliverables resulting from the Service Provider's services or contemplated by this Agreement, all tangible results and proceeds of the Service Provider's services, work in progress, records, diagrams, notes, drawings, specifications, schematics, documents, designs, improvements, inventions, discoveries, developments, trademarks, trade secrets, customer lists, databases, software, programs, middleware, applications, solutions, (collectively referred to as "Proprietary Products") conceived, made or discovered by Service Provider, solely or in collaboration with others, during the period of this Agreement.

Furthermore, Service Provider agrees to execute any and all documents and take all other actions necessary to vest full rights and ownership of such materials and the copyrights, patents, or other proprietary rights therefore in the Company, including but not limited to executing confirmations of the work for hire status of the Service Provider, executing copyright assignments irrevocably and fully assigning all copyrights to the Company. Service Provider hereby waives any other rights in and to such Proprietary Products that may attach or arise under any federal, state, local, international laws or the laws of any other country or jurisdiction, including but not limited to so-called "moral rights."

5.2. Previously Created Work

In the event that Service Provider intends or plans to integrate any work that was previously created by the Service Provider into any work product to be created in furtherance of the performance of services hereunder, the Service Provider shall first provide written notice to the Company and seek Company's written approval of the incorporation of such items. In the event that Company consents, in its reasonable discretion, to the incorporation of such items into the work product to be created for the Company, the Company is hereby granted a worldwide, royalty free, perpetual, irrevocable license to use, distribute, modify, publish, and otherwise exploit the incorporated items in connection with the work product that is developed for the Company.

5.3. Infringement

Service Provider shall be the original author of all Deliverables and shall not provide any Deliverables or any portion of any Deliverable that Service Provider knows to infringe upon the intellectual property rights (copyright, patent, trademark, moral rights, privacy rights, trade secrets, or any other right) of any other party. Service Provider hereby indemnifies and holds the Company harmless from and against any alleged, threatened or actual infringement asserted by any third party, which indemnification shall include ongoing payment of costs and attorney fees of defending or otherwise addressing any such claimed infringement related to Service Provider's Deliverables.

5.4. Representation and Warranties

Service Provider represents and warrants that it shall be the sole and exclusive author of all Deliverables and that no other party shall have any rights or claims thereto. Service Provider shall not subcontract any work provided hereunder to any independent contractor. The Service Provider and its bona fide employees must perform all work.

5.5. Bug Fixing

Service Provider shall promptly fix any and all "bugs" or other defects in the Deliverables upon notice thereof from the Company. This obligation shall survive the termination of this Agreement and the delivery and acceptance of any Deliverables.

6. CONFIDENTIAL INFORMATION

6.1. Nondisclosure

Service Provider will not, during or subsequent to the term of this Agreement, use Company's or any Company's Confidential Information for any purpose whatsoever other than the performance of the Services on behalf of Company or disclose Company's Confidential Information to any third party, without the advanced written authorization of the Company and/or the relevant Company. Service Provider further agrees to take all reasonable precautions to prevent any unauthorized disclosure of such Confidential Information including, but not limited to, limiting access to such information to individuals within its organization that have a bona fide need to know of such information, having each employee of Service Provider, if any, with access to any Confidential Information execute a nondisclosure agreement containing provisions and restrictions substantially similar to those contained in this Agreement.

Service Provider agrees not to disclose or communicate, in any manner, either during or after Service Provider's agreement with Company, information about Company, its operations, clientele, or any other information, that relate to the business of Company including, but not limited to, the names of its customers, its marketing strategies, operations, or any other information of any kind which would be deemed confidential, a trade secret, a customer list, or other form of proprietary information of Company. Service Provider acknowledges that the above information is material and confidential and that it affects the profitability of Company.

6.2. Breach of confidentiality is a breach of this Agreement

Service Provider understands that any breach of this provision, or that of any other Confidentiality and Non-Disclosure Agreement, is a material breach of this Agreement. To the extent Service Provider feels they need to disclose confidential information, they may do so only after obtaining written authorization from [an officer] of the Company.

6.3. Advertising

Service Provider shall not be permitted to make any press releases or disclose to any other party, in any marketing or advertising material or any other means of communication, the existence of the relationship between Company and Service Provider or the existence or any terms of conditions of this Agreement or that work is being performed relative to any Company.

6.4. Definitions

For purposes of this Agreement, the term "Confidential Information" means and includes, any and all proprietary information of any nature or kind, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed by Company either directly or indirectly in writing or orally. Confidential Information does not include information which (i) is known to Service Provider at the time of disclosure to Service Provider by Company or any Company as evidenced by written records of Service Provider, (ii) has become publicly known and made generally available through no wrongful act of Service Provider or (iii) has been rightfully received by Service Provider from a third party who is authorized to make such disclosure.

7. NOTICE CONCERNING WITHHOLDING OF TAXES

When necessary, the Company will provide the Service Provider with required tax statements. The Service Provider will be required to file corporate and/or individual tax returns and to pay taxes in accordance with all provisions of applicable Federal and State law. Service Provider hereby promises and agrees to indemnify the Company for any damages or expenses, including attorney's fees, and legal expenses, incurred by the Company as a result of Service Provider's failure to make such required payments.

8. AGREEMENT TO WAIVE RIGHTS TO BENEFITS

Service Provider hereby waives and foregoes the right to receive any benefits given by Company to its regular employees, including, but not limited to, health benefits, vacation and sick leave benefits, profit sharing plans, etc. This waiver is applicable to all non-salary benefits that might otherwise be found to accrue to the Service Provider by virtue of their services to Company, and is effective for the entire duration of Service Provider's agreement with Company. This waiver is effective independently of Service Provider's employment status as adjudged for taxation purposes or for any other purpose. Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by either party without the consent of the other.

9. TERMINATION

Either party giving 14 days written notice may terminate this Agreement prior to the completion or achievement of the Job Assignments. Such termination shall not prejudice any other remedy to which the terminating party may be entitled, either by law, in equity, or under this Agreement.

Company may terminate this Agreement immediately upon written notice to the Service Provider in the event that the Service Provider substantially breaches or defaults under any of Service Provider's obligations contained in this Agreement or if the Service Provider is unable to or refuses to perform services hereunder.

Upon the effective date of any termination of this Agreement, all legal obligation, rights and duties arising out of this Agreement shall terminate except that: (i) Company shall remain obligated to pay any balance

due to the Service Provider for services provided hereunder: (ii) the Confidentiality Restrictions, Ownership of Proprietary Rights Provisions, and Service Provider provisions of this Agreement shall continue to apply and shall survive the termination of this Agreement as ongoing covenants between the Parties; (iii) Service Provider shall have the continuing obligation to return to the Company all tangible and intangible property of the customer and all versions of any Proprietary Products of the customer or developed for the Company during the effectiveness of this Agreement; and (iv) Service Provider shall have the ongoing duty and obligation to confirm in writing and take all reasonable steps to secure proprietary right in the Proprietary Products developed pursuant to this Agreement in the name and exclusive ownership of the Company.

10. NON-SOLICITATION

Service Providers shall not, during the Agreement and for a period of one year immediately following termination of this Agreement, either directly or indirectly, call on, solicit, or take away, or attempt to call on, solicit, or take away, any of the customers or clients of the Company on whom Service Provider called or became acquainted with during the terms of this Agreement, either for their own benefit, or for the benefit of any other person, firm, corporation or organization.

11. NON-DISCLOSURE and CONFIDENTIALITY

Non-Disclosure and Confidentiality will be in affect for any and all information the Service Provider receives from the Company. In other words, the Service Provider will hold in trust and confidence, and not disclose to others or use for their own benefit or for the benefit of another, any Proprietary Information that might jeopardize the success of the associated businesses being developed by the Company. This interpretation is active for as long as the courts and law allow.

12. NON-COMPETE

During this Agreement, and for a period of one year immediately following termination of this agreement, the Service Provider shall not, either directly or indirectly, engage in any business that competes with any of the Company's businesses that the Service Provider was involved with. However, outside companies are considered competitors only if they are addressing the same audience for the same purpose. But, they are not considered competitors just because they are targeting the same or similar revenue dollars.

13. NON-RECRUIT

During this Agreement, and for a period of one year immediately following termination of this agreement, the Service Provider shall not, either directly or indirectly, recruit any of the Company's Service Providers for the purpose of any competing outside business. But, as noted above, they are not considered competitors just because they are targeting the same or similar revenue dollars.

14. RETURN OF PROPERTY

On termination of this Agreement, or whenever requested by the Parties, each party shall immediately deliver to the other party all property in its possession, or under its care and control, belonging to the other party to them, including but not limited to, proprietary information, customer lists, trade secrets, intellectual property, computers, equipment, tools, documents, plans, recordings, software, and all related records or accounting ledgers.

15. EXPENSE ACCOUNTS

Service Provider and the Company agree to maintain separate accounts in regards to all expenses related to performing the Job Assignments. Service Provider is solely responsible for payment of expenses incurred pursuant to this Agreement unless provided otherwise in writing by the CEO of the Company. Service Provider agrees to execute and deliver any agreements and documents prepared by Company and to do all other lawful acts required to establish document and protect such rights.

16. WORKS FOR HIRE

Service Provider agrees that the Job Assignments, all tasks, duties, results, inventions and intellectual property developed or performed pursuant to this Agreement are considered “works for hire” and that the results of said work is by virtue of this Agreement assigned to the Company and shall be the sole property of Company for all purposes, including, but not limited to, copyright, trademark, service mark, patent, and trade secret laws.

17. LEGAL COMPLIANCE

Service Provider is encouraged to treat all company Service Providers, employees, customers, clients, business partners and other affiliates with respect and responsibility. Service Provider is required to comply with all laws, ethical codes and company policies, procedures, rules or regulations, including those forbidding sex harassment, discrimination, and unfair business practices.

18. LICENSING, WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE

Service Provider agrees to immediately supply the Company with proof of any licensing status required to perform the Job Assignments pursuant to this Agreement, Workers' Compensation Coverage where required by law and General Liability Insurance, upon request of the Company.

19. PERSONS HIRED BY INDEPENDENT CONTRACTOR

All persons hired by Service Provider to assist in performing the tasks and duties necessary to complete the Job Assignments shall be the employees of Service Provider unless specifically indicated otherwise in an agreement signed by all Parties. Service Provider shall immediately provide proof of Workers' Compensation insurance and General Liability insurance covering said employees, upon request of the Company.

20. NOTICES

Any notice to be given hereunder by any party to the other may be affected either by personal delivery in writing, or by mail, registered or certified, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the Parties at the addresses appearing in the introductory paragraphs of this Agreement, but each party may change their address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of 7 days after mailing. Service Provider agrees to keep Company current as to their business and mailing addresses, as well as telephone, facsimile, e-mail and pager numbers.

21. ATTORNEY'S FEES AND COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements incurred both before and after judgment in addition to any other relief to which such party may be entitled.

22. MEDIATION AND ARBITRATION

Any controversy between the Parties to this Agreement involving the construction or application of any of the terms, provisions, or conditions of this Agreement, shall on written request of either party served on the other, be submitted first to mediation and then if still unresolved to binding arbitration. Said mediation or binding arbitration shall comply with and be governed by the provisions of Florida laws. The Parties shall each appoint one person to hear and determine the dispute and, if they are unable to agree, then the two persons so chosen shall select a third impartial arbitrator whose decision shall be final and conclusive upon both Parties. The attorney's fees and costs of arbitration shall be borne by both Parties. The losing Party will be responsible for 70% of the combined bills; and, the winning Party will be

responsible for 30% of the same, or in such proportions as the arbitrators shall decide. However, when possible, it is the intent of both Parties to settle all differences as quickly and inexpensively as possible.

23. INDEMNIFICATION

Service Provider shall defend, indemnify, hold harmless, and insure Company from any and all damages expenses or liability resulting from or arising out of, any negligence or misconduct on Service Provider's part, or from any breach or default of this Agreement which is caused or occasioned by the acts of Service Provider. Service Providers shall insure that its employees and affiliates take all actions necessary to comply with the terms and conditions set forth in this Agreement. Service Provider shall name Company as an additional insured on all related insurance policies including workers compensation, and general liability.

24. CONTAINMENT OF ENTIRE AGREEMENT

This Agreement is an independent document and supersedes any and all other Agreements, either oral or in writing, between the Parties hereto.

25. REPRESENTATION

Each party of this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party hereto, or anyone acting on behalf of any party hereto, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing, signed and dated by all Parties hereto.

26. SEVERABILITY

In the event any one or more of the provisions of this instrument is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this instrument operate or would prospectively operate to invalidate this instrument, then and in any such event, such provision(s) only will be deemed null and void and will not affect any other provision of this instrument and the remaining provisions of this instrument will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

27. GOVERNING LAW

This Agreement shall be governed by, and construed under, the laws of the State of Florida.

IN WITNESS WHEREOF, the Parties hereto have duly entered and executed this Agreement as of the day and year first above written and represent and warrant that the party executing this Agreement on their behalf is duly authorized.

COLLABORATIVE ADVENTURES LLC

SERVICE PROVIDER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

Exhibit A

**COLLABORATIVE ADVENTURES LLC
INDEPENDENT CONTRACTOR AGREEMENT
JOB ASSIGNMENT FORM**

Paragraph 3.2 Job Assignments

The Parties intend that this Agreement shall act as a “master” agreement and that the terms herein shall govern all services that are performed by the Service Provider for the Company, unless of course the Parties specifically agree that this Agreement shall not apply in a separate written agreement signed by authorized representative of both Parties. The precise activities to be performed in each assigned task shall be included in separate Job Assignments. And, unless the Job Assignments specify otherwise, they will be subject to the terms and conditions of this Agreement. Each Job Assignment shall set forth the goals to be attained (*expected end results*), the projected time frame for completion and the dollar amount to be earned by the Service Provider for successfully completing such services in a valuable and timely fashion. The intent is always to deliver professional services in a timely manner that allows the Company to deliver an excellent, high quality product to the marketplace.

GOALS (*expected end results*):

Projected: **START DATE:** _____

Projected: **FINISH DATE:** _____

Agreed Upon: **PROJECT COST:** _____