

Independent Contractor and Confidentiality Agreement

This agreement is entered into and shall become effective on { }, by and between RAJE Marketing (hereinafter “RM ”) and { } (hereinafter “Consultant”).

1. Description of Services—RM agrees to engage the services of Consultant and Consultant hereby accepts assignment together with all terms and conditions set forth herein to sell and renew memberships.

2. Independent Contractor- Consultant agrees that he/she has been retained by RM as an independent contractor only (and not an employee) for the purposes of, and to the extent set forth in, this Agreement.

2.1. Consultant will not be eligible for any medical or other benefits.

2.2. Consultant will not be treated as an employee of RM for any purpose, including but not limited to, for providing for social security taxes and benefits, unemployment compensation taxes, and federal income tax withholding.

2.3. Consultant agrees to discharge all obligations imposed by federal, state and local law, regulation and order, now or hereafter in force, including, without limitation, those relating to federal, state and local income taxes, unemployment taxes and workers’ compensation, and including the filing of all returns and reports and the payment of all assessments, taxes, and other sums required of independent contractors.

2.4. Consultant is free to spend a portion of her professional time, energy and skill during regular business hours to such other persons, firms or corporations as Consultant elects, provided Consultant fulfills her obligations pursuant to this Agreement. Consultant will be required to furnish his/her own working materials. RM will have no obligation to provide Consultant with working space. RM will not be obligated to provide Consultant with any support services, such as clerical or secretarial services.

2.5. Consultant agrees to indemnify and hold RM and its officers, parents, subsidiaries and affiliates harmless from and against any claims, liabilities, damages and expenses of any kind arising out of or in connection with Consultant’s failure to discharge Consultant’s obligations as an independent contractor.

2.6. Consultant shall be responsible for daily expenses incurred within the normal course of business, except Consultant may, in advance of incurring any such expense, request RM to agree to reimburse such expense and RM may in its sole discretion approve or reject such request. Consultant shall provide receipts for all expenses that RM agrees to reimburse.

3. Term of Contract— This Agreement shall automatically renew every six months from the effective date unless sooner terminated in accordance with the provisions in section 3.1. Either party may terminate this Agreement for any reason upon ten (10) days prior written notice.

3.1. The non-breaching party shall have the immediate right to terminate this Agreement for a material breach by the other party of this Agreement including a breach by the other party of the confidentiality obligations set forth in Section 7 hereof.

4. Payment for Services—In consideration of the performance by Consultant of all services required by RM, and for compliance with the confidentiality provisions (as well as all other provisions) of this Agreement, RM shall pay the Consultant 50% (fifty percent) commission on the 1st month (with 10% monthly residual (see 4.1 for terms) on revenue he/she directly produces for the life of those accounts.

4.1 Residual Terms – Consultant agrees to service his/her accounts as indicated by RM and agrees to maintain a good business relationship to continue receiving the 10% residual payment. If at any time, Consultant does not meet the terms, Consultant will receive written notice from RM and residual payments will immediately revert to RM. In the event of Consultant's death, the account and residual will revert to RM for servicing.

5. Work Product Ownership- Any copyrightable works, ideas, processes, services, or other information (Work Product) developed in whole or in part by Consultant in connection with RM shall be the exclusive property of RM . Upon request, Consultant shall sign all documents necessary to confirm or perfect exclusive ownership Work Product by RM.

6. Ownership of contacts—All contacts (including but not limited to followers on Twitter, friends on Facebook, members, connections on LinkedIn, and lists) that are acquired through social media accounts or other efforts on behalf of RM are the sole property of RM .

7. Confidentiality—Consultant understands and agrees that in the course of Consultant's contract with RM, Consultant will receive and become aware of information, projects, practices, contacts, lists, potential customers, methodologies and management philosophy relating to RM's business. Consultant hereby acknowledges the sensitivity and confidential nature of such information, and covenants and agrees to keep all such information strictly confidential. In this regard, Consultant shall not at any time or in any manner, either directly or indirectly, divulge, disclose, communicate, or use the information Consultant obtains or is otherwise exposed to while engaged by RM .

Consultant understands and agrees that her obligation regarding the confidentiality of information obtained while engaged by RM shall continue beyond the expiration of this agreement.

8. Miscellaneous Provisions —This agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or oral or written agreement between the parties respecting the subject matters contained herein.

The parties understand and agree that this agreement shall be construed under and in accordance with the laws of the state of California, that the agreement may not be modified unless in writing, signed by both parties, and that the agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

The parties further agree that any waiver of any part of this agreement shall not be a waiver of any other part of the whole, nor shall any waiver of a breach of this agreement in whole or in part constitute a waiver of any other or succeeding breach and that any dispute arising out of or relating to this Agreement shall be commenced and litigated exclusively in Orange County, CA and both parties consent to personal jurisdiction and venue, and waive all defenses based on personal jurisdiction, venue, and forum non conveniens.

In case any one or more of the provisions in this agreement shall be held to be invalid, illegal or unenforceable for any reason, the invalidity, illegality or unenforceability of any provisions shall not affect any other provision hereof, but this agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in the agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers or representatives, effective on the date first above written.

RAJE Marketing

By:

Name:

Title: Partner

Consultant

By:

Name:

Title: