

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is made and entered into by the undersigned parties: OYSTER INSIGHT (known as the “Company”) and _____ (known as the “Contractor”).

In consideration of the promises, rights and obligations set forth below, the parties hereby agree as follows:

1. Term

The term of this Agreement shall begin on _____ and continue indefinitely until terminated as set forth in this Agreement.

2. Services

The Contractor will provide specific services as detailed in each Scope of Work agreement.

3. Compensation

Compensation will be detailed in each Scope of Work agreement.

4. Relationship

The Contractor will provide the Contractor’s services to the Company as an independent contractor and not as an employee.

Accordingly:

The Contractor agrees that the Company shall have no liability or responsibility for the withholding, collection or payment of any taxes on any amounts paid by the Company to the Contractor. The Contractor also agrees to indemnify the Company from all claims in respect to the Company’s failure to withhold and/or remit any taxes.

The Contractor agrees that as an independent contractor, the Contractor will not be qualified to participate in or to receive any employee benefits that the Company may extend to its employees.

The Contractor is free to provide services to other clients, so long as such other clients are not in competition with the Company and so long as there is no interference with the Contractor’s contractual obligations to the Company.

The Contractor has no authority to and will not exercise or hold itself out as having any authority to enter into or conclude any contract or to undertake any commitment or obligation for, in the name of or on behalf of the Company.

5. Confidentiality and Intellectual Property

The Contractor hereby acknowledges that it has read and agrees to be bound by the terms and conditions of the Company’s confidentiality and proprietary information agreement attached hereto as Schedule “A” and which forms an integral part of this Agreement.

The Contractor hereby represents and warrants to the Company that it is not party to any written or oral agreement with any third party that would restrict its ability to enter into this Agreement or the Confidentiality and Proprietary Information Agreement or to perform the Contractor's obligations hereunder and that the Contractor will not, by providing services to the Company, breach any non-disclosure, proprietary rights, non-competition, non-solicitation or other covenant in favor of any third party.

6. Non-Compete & Non-Solicitation

(a) The Contractor will not, while engaged with the Company, and for a period of one year following the termination of this agreement (the "Restriction Period" as further defined below), directly or indirectly, without the prior written consent of the Company:

(A) solicit or attempt to solicit any customer or client, or actively sought prospective customer or client, of the Company with respect to the businesses actively operated by the Company, to provide consulting services; or

(B) assist any person or entity in any way to do, or attempt to do, anything prohibited by (A) above; or

(C) solicit, recruit or hire to work for the Contractor or any organization with which the Contractor is connected, any employees of the Company or any persons who, within one (1) year of such solicitation, recruitment or hire, have worked for the Company;

(D) solicit or encourage any employee of the Company to leave the services of the Company; and

(E) intentionally interfere with the relationship of the Company with any person who is employed by or otherwise engaged to perform services for the Company; provided, that neither (I) the general advertisement for employees or the general solicitation of employees by a recruiter, nor (II) the Contractor's being named as an employment reference for a current or former employee of the Company and responding to ordinary course inquiries made of the Contractor by prospective employers of such employee in connection with such reference, shall be deemed a violation of this clause.

(b) The "Restriction Period" means the one-year period following the cessation of the Contractor's engagement with the Company for any reason. The Restriction Period shall be tolled during (and shall be deemed automatically extended by) any period in which the Contractor is in violation of the provisions of this Section 2.

(c) If any provision or clause of this paragraph, or portion thereof, is held by any court or other tribunal of competent jurisdiction to be illegal, invalid, unreasonable, or otherwise unenforceable against the Employee, the remainder of such provision shall not be thereby affected and will be deemed to be modified to the minimum extent necessary to remain in force and effect for the longest period and largest geographic area that would not constitute such an unreasonable or unenforceable restriction. It is the express intention of the parties that, if any court or other tribunal of competent jurisdiction construes any provision or clause of this Agreement, or portion

thereof, is held by any court or other tribunal of competent jurisdiction to be illegal, invalid, unreasonable, or otherwise unenforceable against the Contractor because of the duration of such provision, the scope of the subject matter, or the geographic area covered thereby, such court or tribunal shall reduce the duration, scope, or area of such provision, and, in its reduced form, such provision shall then be enforceable and be enforced. Moreover, notwithstanding the fact that any provision of this paragraph is determined not to be enforceable in equity, the Company will nevertheless be entitled to recover monetary damages as a result of the Contractor's breach of such provision.

7. Non-Disparagment

The Company and Contractor agree that during and after the term of this Agreement, they will not knowingly vilify, disparage, slander or defame the other party or, in the case of the Company, its officers, directors, employees, business or business practices.

8. Termination

The Contractor agrees that the Company may terminate this Agreement at any time without notice or any further payment if the Contractor is in breach of any of the terms of this Agreement.

The Company may terminate this Agreement at any time at its sole discretion, upon providing to the Contractor **thirty (30)** calendar days advance written notice of its intention to do so or payment of fees in lieu thereof.

The Contractor may terminate this Agreement at any time at its sole discretion upon providing to the Company **thirty (30)** calendar days' notice of Contractor's intention to do so. Upon receipt of such notice the Company may waive notice in which event this Agreement shall terminate immediately.

9. Obligations Surviving Termination of this Agreement

All obligations to preserve the Company's Confidential Information, Intellectual Property and other warranties and representations set forth herein shall survive the termination of this Agreement.

10. Entire Agreement

This Agreement, together with the Confidentiality and Proprietary Information Agreement, represents the entire agreement between the parties and the provisions of this Agreement shall supersede all prior oral and written commitments, contracts and understandings with respect to the subject matter of this Agreement. This Agreement may be amended only by mutual written agreement of the party.

11. Assignment

This Agreement shall inure to the benefit of and shall be binding upon each party's successors and assigns. Neither party shall assign any right or obligation hereunder in whole or in part, without the prior written consent of the other party.

12. Governing Law and Principles of Construction.

This Agreement shall be governed and construed in accordance with Maryland law. If any provision in this Agreement is declared illegal or unenforceable, the provision will become void, leaving the remainder of this Agreement in full force and effect.

13. Disputes.

Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be conclusively resolved through binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each party shall bear its own costs and attorney fees.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, effective as of the day and year first above written.

OYSTER INSIGHT REPRESENTATIVE

CONTRACTOR

Sign.: _____

Sign.: _____

Name: _____

Name: _____

Date: _____

Date: _____

Schedule "A"

CONFIDENTIALITY AND PROPRIETARY INFORMATION AGREEMENT

In consideration of your engagement as an independent contractor or consultant with *OYSTER INSIGHT* (the "*Company*"), the undersigned (the "*Consultant*") agrees and covenants as follows:

Engagement with the Company as an independent contractor or consultant ("**Engagement**") will give the Consultant access to proprietary and confidential information belonging to the Company, its customers, its suppliers and others (the proprietary and confidential information is collectively referred to in this Agreement as "**Confidential Information**"). Confidential Information includes but is not limited to customer lists, marketing plans, proposals, contracts, technical and/or financial information, databases, software and know-how. All Confidential Information remains the confidential and proprietary information of the Company.

The Consultant may in the course of the Consultant's Engagement with the Company conceive, develop or contribute to material or information related to the Business of the Company, including, without limitation, software, technical documentation, ideas, inventions (whether or not patentable), hardware, know-how, marketing plans, designs, techniques, documentation and records, regardless of the form or media, if any, on which such is stored (referred to in this Agreement as "**Proprietary Property**"). The Company shall exclusively own, and the Consultant does hereby assign to the Company, all Proprietary Property which the Consultant conceives, develops or contributes to in the course of the Consultant's Engagement with the Company and all intellectual and industrial property and other rights of any kind in or relating to the Proprietary Property, including but not limited to all copyright, patent, trade secret and trade-mark rights in or relating to the Proprietary Property.. The Consultant shall keep full and accurate records accessible at all times to the Company relating to all Proprietary Property and shall promptly disclose and deliver to the Company all Proprietary Property.

The Consultant shall, both during and after the Consultant's Engagement with the Company, keep all Confidential Information and Proprietary Property confidential and shall not use any of it except for the purpose of carrying out authorized activities on behalf of the Company. The Consultant may, however, use or disclose Confidential Information which:

- (i) is or becomes public other than through a breach of this Agreement;
- (ii) is known to the Consultant prior to the date of this Agreement and with respect to which the Consultant does not have any obligation of confidentiality; or
- (iii) is required to be disclosed by law, whether under an order of a court or government tribunal or other legal process, provided that Consultant informs the Company of such requirement in sufficient time to allow the Company to avoid such disclosure by the Consultant.

The Consultant shall return or destroy, as directed by the Company, Confidential Information, Proprietary Property and any other Company property to the Company upon request by the Company at any time. The Consultant shall certify, by way of affidavit or statutory declaration, that all such Confidential Information, Proprietary Property or Company property has been returned or destroyed, as applicable.

The Consultant covenants and agrees not to make any unauthorized use whatsoever of any trade secrets, confidential information or proprietary property of any third party, including without limitation any trade-marks or copyrighted materials, during the course of the Consultant's Engagement with the Company.

At the reasonable request and at the sole expense of the Company, the Consultant shall do all reasonable acts necessary and sign all reasonable documentation necessary in order to ensure the Company's ownership of the Proprietary Property, the Company property and all intellectual and industrial property rights and other rights in the same, including but not limited to providing to the Company written assignments of all rights to the Company and any other documents required to enable the Company to document rights to and/or register patents, copyrights, trade-marks, industrial designs and such other protections as the Company considers advisable anywhere in the world.

The Consultant hereby irrevocably and unconditionally waives all moral rights the Consultant may now or in the future have in any Proprietary Property.

The Consultant agrees that the Consultant will, if requested from time to time by the Company, execute such further reasonable agreements as to confidentiality and proprietary rights as the Company's customers or suppliers reasonably require to protect confidential information or proprietary property.

Regardless of any changes in position, fees or otherwise, including, without limitation, termination of the Consultant's Engagement with the Company, unless otherwise stipulated pursuant to the terms hereof, the Consultant will continue to be subject to each of the terms and conditions of this Agreement and any other(s) executed pursuant to the preceding paragraph.

The Consultant agrees that the Consultant's sole and exclusive remedy for any breach by the Company of this Agreement will be limited to monetary damages and in case of any breach by the Company of this Agreement or any other Agreement between the Consultant and the Company, the Consultant will not make any claim in respect of any rights to or interest in any Confidential Information or Proprietary Property.

The Consultant acknowledges that the services provided by the Consultant to the Company under this Agreement are unique. The Consultant further agrees that irreparable harm will be suffered by the Company in the event of the Consultant's breach or threatened breach of any of his or her obligations under this Agreement, and that the Company will be entitled to seek, in addition to any other rights and remedies that it may have at law or equity, a temporary or permanent injunction restraining the Consultant from engaging in or continuing any such breach hereof. Any claims asserted by the Consultant against the Company shall not constitute a defence in any injunction action, application or motion brought against the Consultant by the Company.

This Agreement is governed by the laws of the State of Maryland and the parties agree to the non-exclusive jurisdiction of the courts of the State of Maryland in relation to this Agreement.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deleted and the other provisions shall remain in effect.

IN WITNESS WHEREOF the Company and the Consultant have caused this Agreement to be executed as of the ___ day of _____, 20__.

OYSTER INSIGHT REPRESENTATIVE

CONTRACTOR

Sign.: _____

Sign.: _____

Name: _____

Name: _____

Date: _____

Date: _____

WITNESS

Sign.: _____

Name: _____

Date: _____

Please return this document to:

molly@oysterinsight.com