

**The MULTIMEDIA FACTORY ACCOUNT EXECUTIVE  
INDEPENDENT CONTRACTOR AGREEMENT**

This Sales Representative Independent Contractor Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 200\_\_ by and between The Multimedia Factory, Inc., a Maryland corporation (hereinafter referred to as "TMF") and \_\_\_\_\_ (hereinafter referred to as "Independent Contractor").

1. Independent Contractor Relationship. TMF and Independent Contractor agree that Independent Contractor is being retained as an independent contractor salesperson of TMF, and that there is no employer-employee or master-servant relationship between them. TMF will not provide any benefits of any kind to Independent Contractor (including without limitation insurance benefits, transportation, vacation, profit-sharing, pension payment(s) or the like), that TMF will not obtain or pay for any workers' compensation insurance coverage or unemployment insurance coverage or similar coverage for Independent Contractor or any of Independent Contractor's employees, and that TMF will not withhold from any funds due to Independent Contractor from TMF any federal, state or local taxes, FICA payments, social security payments, payroll taxes, or the like. Independent Contractor hereby recognizes that it is Independent Contractor's obligation to make and/or withhold any such payments, taxes, and other levies.

Independent Contractor agrees that Independent Contractor will make no representations, warranties, guarantees or commitments binding or purporting to bind TMF without TMF's express, prior consent. Independent Contractor will not execute any agreement, contract or other instrument in the name of or on behalf of TMF, without TMF's express prior written consent, and will not represent to anyone else that Independent Contractor has any authority to do so.

In the event Independent Contractor and/or any of Independent Contractor's employees operate or employ any motor vehicle in any connection with this Agreement, Independent Contractor hereby agrees that TMF is not and will not be liable for any loss or damages sustained by the use of any such automobile(s). Independent Contractor agrees to maintain automobile insurance, liability limits of not less than \$300,000/\$500,000 and, upon request by TMF, shall furnish to TMF documentation evidencing the same.

2. Scope Of Work. Independent Contractor's scope of work under this Agreement is set forth in the attached Scope Of Work Addendum attached hereto. Independent Contractor agrees to devote his/her/their/its best efforts to the solicitation of orders resulting in sales of TMF's web development products and services to third-parties.

3. Payment. The payment(s) to be made by Independent Contractor by TMF for services supplied to TMF by Independent Contractor hereunder, and the schedule of payment(s), is set forth in the attached Scope Of Work Addendum attached hereto. Independent Contractor agrees to be solely responsible for all costs, expenses, disbursements and expenditures made by Independent Contractor in connection with Independent Contractor's agreement to solicit orders of TMF's web development products and services, except as TMF otherwise may agree to pay, provided that such agreement is in writing and obtained in advance of any such costs, expenses, disbursements and expenditures.

4. Orders For Products and Services. All orders for web development products and services submitted by Independent Contractor to TMF are subject to acceptance by TMF at TMF's home office, and TMF may reject any order at any time for any reason whatsoever. TMF retains the sole right to establish, alter, modify or amend any product specification(s), price(s), delivery schedule(s) and discount(s), and TMF will endeavor to timely provide to you notice of any and all such changes.

5. Confidentiality. TMF and Independent Contractor agree that, during the term of this Agreement, Independent Contractor will not sell, attempt to sell, offer for sale, or promote, whether directly or indirectly, any product or service in any way competitive with TMF's web development products and services, and Independent Contractor hereby expressly represents that Independent Contractor does not sell, attempt to sell, offer for sale or promote any product(s) or service(s) which is competitive with the web development products and services being marketed by Independent Contractor for TMF pursuant to the terms of this Agreement.

6. Controlling Law. Subcontractor and TMF agree that this Agreement shall be construed and enforced in accordance with the laws of the State of Maryland, without regard for any principle(s) of conflict(s) of law(s). In the event any provision of this Agreement is determined to be unenforceable by a court of competent jurisdiction or panel of arbitrators, all other provisions of this Agreement shall remain in full force and effect and shall in no way be impaired.

7. Duplicates. This Agreement may be made in one or more duplicate counterparts, the duplicate counterparts of which shall nonetheless be considered one and the same original Agreement.

8. Termination. Either party to this Agreement may terminate it upon ten (10) days' written notice to the other party. Any such notice of termination shall be deemed to have been received by the other party on the date transmitted, irrespective of actual receipt by the other party on that same date, and irrespective the method of transmission. Unless exigent circumstances require otherwise, any notice under this provision of this Agreement shall be delivered by e-mail transmission. In the event this Agreement is terminated by either party hereto, Independent Contractor agrees that Independent Contractor immediately will cease soliciting orders for TMF's web development products and services.

9. Compensation Upon Termination. In the event this Agreement is terminated by either party, Independent Contractor shall be

paid in full all sales commissions on all orders accepted by TMF prior to termination of this Agreement. Notwithstanding the foregoing, no sales commission will due or earned by Independent Contractor in the event Independent Contractor is terminated by TMF for any willful or deliberate or malicious act towards TMF or towards any third-party from whom Independent Contractor solicits orders pursuant to this Agreement.

Upon termination of this Agreement, Independent Contractor agrees that Independent Contractor shall cease using any sales materials, promotional materials, or product samples of TMF in Independent Contractor's possession, custody or control, and further agrees that Independent Contractor immediately shall return to TMF all such materials. Any compensation due and owed to Independent Contractor by TMF will not be paid until such materials are received by TMF.

10. Exclusivity. Independent Contractor and TMF both acknowledge that TMF is entering into this Agreement based upon the special, unique and extraordinary skills of Independent Contractor. Accordingly, Independent Contractor and TMF agree that neither this Agreement nor their respective rights, duties and obligations hereunder may be transferred, sold or assigned to any other person or entity without TMF's express prior approval. Any such proposed transfer, sale or assignment by Independent Contractor shall be disclosed to TMF in writing not less than fifteen (15) business days prior to the occurrence of the same. In its sole and absolute discretion, which discretion may be executed for any reason or no reason whatsoever, TMF may elect to terminate this Agreement or may elect to continue this Agreement in full force and effect with any such transferee, purchaser or assignee.

In the event Independent Contractor transfers, sells or assigns more than fifty percent (50%) of the controlling interest in any corporation, partnership, limited liability partnership, limited liability company, joint venture, or other entity through which Independent Contractor does business, TMF shall be entitled to terminate this Agreement immediately.

11. Confidentiality. Independent Contractor acknowledges that performance of Independent Contractor's duties pursuant to this Agreement will expose Independent Contractor to trade secrets, proprietary matters, business procedures, customer lists, manufacturing processes, promotional processes and other confidential, proprietary information of TMF. Independent Contractor agrees that neither Independent Contractor nor any employee or representative of Independent Contractor will disclose such information to any such person, firm, corporation or other entity for any purpose or reason whatsoever. Independent Contractor acknowledges and agrees that, in the event of any breach of this Section 11, TMF will be entitled to all relief available at law and in equity, including without limitation temporary restraining orders, injunctions and damages.

12. Arbitration. With the exception of any dispute arising under Section 11, above, of this Agreement, Independent Contractor and TMF hereby covenant and agree that any dispute, claim or controversy arising among or between them in any way related to this Agreement shall be resolved by arbitration in lieu of any complaint or other action being filed with any court or administrative agency, and that such arbitration shall take place in Baltimore, Maryland, and be conducted by three (3) arbitrators pursuant to the rules, regulations and policies of the American Arbitration Association. In any arbitration involving this Agreement, the arbitrators shall not be entitled to make any award which alters, changes, cancels or rescinds any provision of this Agreement, and the arbitrator's award shall be consistent with the provisions of this Agreement. Any such arbitration must be commenced no later than one (1) year from the date any such claim, dispute or controversy arose. The award of the arbitrators shall be final and binding and judgment may be entered in any court of competent jurisdiction for purposes of enforcing such judgment. The failure of any party to this Agreement to institute arbitration within one (1) year following the date on which any claim, controversy or dispute arising under this Agreement arises shall conclusively release, acquit and forever discharge the other party hereto from any liability of any kind whatsoever in connection with any claim, dispute or controversy arising under the provisions of this Agreement and/or the relationship between the parties hereto as established by this Agreement.

13. Integration. This Agreement, and any addenda or attachments hereto, comprises the complete and entire understanding by and between the parties hereto regarding the subject matter hereof. This Agreement cancels and supercedes any and all prior agreements, negotiations, communications, and/or understandings between the parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date above first mentioned.

THE MULTIMEDIA FACTORY

\_\_\_\_\_  
Independent Contractor  
By:  
Its:

By: \_\_\_\_\_  
Gary Cesta  
Its: President