

**INDEPENDENT CONTRACTOR  
SERVICES AGREEMENT**

This Independent Contractor Services Agreement (the “*Agreement*”) is made and entered into as of \_\_\_\_\_, 20\_\_ (the “*Effective Date*”), by and between \_\_\_\_\_, a Delaware corporation, having a principal place of business at \_\_\_\_\_ (the “*Company*”) and \_\_\_\_\_, an individual (the “*Contractor*”), with an address at \_\_\_\_\_.

1. **Engagement of Services.** Company has engaged Contractor to perform certain services for the Company, including but not limited to, \_\_\_\_\_, and as further set forth and described on the attached **Exhibit A** (the “*Product*”), which is hereby incorporated by this reference (the “*Services*”).

2. **Compensation; Timing; Expenses.** As consideration for Contractor meeting the milestones and providing the Services, the Company will pay Contractor in accordance with the Fee Schedule attached hereto as **Exhibit B**, which is hereby incorporated by this reference. Company will reimburse Contractor for reasonable travel and other out-of-pocket expenses incurred in connection with completing the Services under this Agreement; provided however, that Contractor provide the Company with receipts for such expenses and obtain prior approval of the Company for any expenses in excess of \$ \_\_\_\_.

3. **Independent Contractor Relationship.** Contractor’s relationship with Company is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship. Contractor will not be entitled to any of the benefits which Company may make available to its employees, including, but not limited to, group health life insurance, profit-sharing or retirement benefits. Contractor is not authorized to make any representation, contract or commitment on behalf of Company unless specifically requested to do so in writing by a director of Company. Contractor is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with or made to, any federal, state or local tax authority with respect to the performance of Services and receipt of fees under this Agreement. No part of Contractor’s compensation will be subject to withholding by Company for the payment of any social security, federal, state or any other employee payroll taxes. Company will regularly report amounts paid to Contractor by filing Form 1099-MISC with the Internal Revenue Service as required by law.

4. **Intellectual Property Rights.**

4.1 **Disclosure and Assignment of Innovation.**

(a) **Innovations; Company Innovations.** “*Innovations*” include processes, machines, compositions of matter, improvements, inventions, software code (whether or not protectable under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protectable under copyright laws), moral rights, mask work, trademarks, trade names, trade secrets, know-how, ideas (whether or not protectable under trade secret laws), and all other subject matter protectable under patent, copyright, moral right, mask work, trademark, trade secret or other intellectual property laws. “*Company Innovations*” are Innovations that Contractor, solely or with others, conceives, reduces to practice, creates, derives, develops or makes within the scope of Contractor’s Services for Company under this Agreement.

(b) **Records.** Contractor agrees to make and maintain adequate and current records (in the form of notes, sketches, drawings, electronic data and in any other form that may be required by Company) of all Company Innovations, which records shall be available to and remain the property of Company. Contractor further agrees to promptly disclose to Company every Company Innovation.

(c) **Assignments.** Contractor hereby assigns and agrees to assign in the future (when such Innovations are first reduced to practice or first fixed in a tangible medium as applicable) to Company (or Company's designee) Contractor's entire worldwide right, title and interest in and to any and all Company Innovations and all associated records and intellectual property rights.

(d) **Exception to Assignments.** Section 4.1(c) of this Agreement does not require the assignment of Innovations that: (i) Contractor develops entirely on his own time; and (ii) Contractor develops without using Company equipment, supplies, facilities, or trade secret information; and (iii) do not result from any work performed by Contractor for Company; and (iv) do not relate at the time of conception or reduction to practice to Company's current or anticipated business, or to its actual or demonstrably anticipated research or development. Any such Innovations will be owned entirely by Contractor, even if developed by Contractor during the time period in which Contractor is in the service of Company. Contractor will advise the Company promptly in writing of any intellectual property that Contractor believes meets the criteria for exclusion set forth herein and are not otherwise disclosed pursuant to Section 4.2 below.

(e) **Enforcement of Intellectual Property Rights.** Contractor agrees to execute, upon Company's request, a signed transfer of each of the Company Innovations to Company in the form included herein as **Exhibit C**, which is hereby incorporated by this reference. Contractor agrees to assist Company in any reasonable manner to obtain, perfect and enforce Company's rights, title and interest in any and all countries, in and to all patents, copyrights, moral rights, mask works, trade secrets and other property rights in each of the Company Innovations. Contractor agrees to execute, upon Company's request, for each of the Company Innovations (including derivative works, improvements, renewals, extensions, continuations, divisionals, continuations in part, or continuing patent applications thereof), the following: (i) patent, copyright, mask work or similar applications related to such Company Innovation, (ii) documentation (including without limitation assignments) to permit Company to obtain, perfect and enforce Company's right, title and interest in and to the Company Innovation, and (iii) any other lawful documents deemed necessary by Company to carry out the purpose of this Agreement. If called upon to render assistance under this paragraph, Contractor will be entitled to a fair and reasonable fee in addition to reimbursement of authorized expenses incurred at the prior written request of Company. In the event that Company is unable for any reason to secure Contractor's signature to any document Contractor is required to execute under this Paragraph 4.1(e), Contractor hereby irrevocably designates and appoints Company and its duly authorized officers and agents as Contractor's agents and attorneys – in – fact to act for and on Contractor's behalf and instead of Contractor, to execute such document with the same legal force and effect as if executed by Contractor.

(d) **Out-of-Scope Innovations.** If Contractor incorporates or permits to be incorporated any Innovations relating in any way to Company's current or anticipated business or its demonstrably anticipated research or development or business which were conceived, reduced to practice, created, derived, developed, or made by Contractor either outside of the scope of Contractor's performance of Services under this Agreement or prior to the

Effective Date (collectively, the “*Out-of-Scope Innovations*”) into any of the Company Innovations, Contractor hereby grants to Company or Company’s designees a royalty-free, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to practice all applicable patent, copyright, moral right, mask work, trade secret and other intellectual property rights relating to any Out-of-Scope Innovations. Contractor agrees that Contractor will not incorporate or permit to be incorporated any Innovations conceived, reduced to practice, created, derived, developed or made by others or any Out-of-Scope Innovations into any Company Innovations without Company’s prior written consent.

4.2 **Prior Innovations.** Innovations, if any, patented or unpatented, that Contractor made prior to the commencement of its engagement with Company are excluded from the scope of this Agreement. To preclude any possible uncertainty, Contractor has set forth on **Exhibit D** attached hereto and hereby incorporated by this reference, a complete list of all Innovations that: (a) Contractor has, alone or jointly with others, conceived, developed or reduced to practice or caused to be conceived, developed or reduced to practice prior to the commencement of Contractor’s engagement with the Company, and (b) Contractor considers to be Contractor’s property or the property of third parties and that should be excluded from the scope of this Agreement (collectively referred to as “*Prior Innovations*”). If disclosure of any such Prior Innovation on **Exhibit D** would cause Contractor to violate any prior confidentiality agreement, Contractor is not to list such Prior Innovation on **Exhibit D** but only to disclose a cursory name for each such invention, a listing of the party(ies) to whom it belongs and the fact that full disclosure as to such inventions has not been made for that reason. If no such disclosure is attached, Contractor represents and warrants that there are no Prior Innovations. If, in the course of this Agreement, Contractor incorporates a Prior Innovation into a Company product, process or machine, Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, modify, have modified, use, have used, sell and have sold such Prior Innovation. Notwithstanding the foregoing, Contractor agrees not to incorporate, or permit to be incorporated, Prior Innovations in any Company Innovations without the Company’s prior written consent.

## 5. **Proprietary Information.**

5.1 **Definition.** “**Proprietary Information**” shall mean any and all confidential and/or proprietary knowledge, data or information of the Company. By way of illustration but not limitation, “**Proprietary Information**” includes (a) all technical and non-technical information including patents, copyrights, trade secrets, techniques, sketches, drawings, models, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, algorithms, software programs, and software source documents; the foregoing includes, but is not limited to Company Innovations; and (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers, procurement requirements, purchasing manufacturing, customer lists, business forecasts, sales and merchandising and marketing plans and information; and (c) information regarding the skills and compensation of employees of the Company.

5.2 **Third Party Information.** Contractor understands that Company has received and in the future will receive from third parties confidential or proprietary information (“*Third Party Information*”) subject to a duty on Company’s part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of this

Agreement and thereafter, Contractor will hold Third Party Information in the strictest confidence and will not disclose to anyone (other than Company personnel who need to know such information in connection with their work for the Company) or use, except in connection with the Services for the Company, Third Party Information unless expressly authorized by an executive officer of the Company in writing.

### 5.3 **Nondisclosure and Nonuse Obligations.**

(a) **Permitted Use and Disclosure.** Except as permitted in this paragraph, Contractor shall neither use nor disclose the Proprietary Information. Contractor may use the Proprietary Information solely to perform the Services for the benefit of Company. Contractor shall not disclose the Proprietary Information to any third parties without the prior written consent of Company. Contractor shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the Proprietary Information. Contractor shall not export or re-export (within the meaning of U.S. or other export control laws or regulations) any Proprietary Information or product thereof.

(b) **No License.** Nothing in this Agreement is intended to grant any rights to Contractor under any patent, copyright, trademark, trade secret or other intellectual property right, nor shall this Agreement grant Contractor any rights in or to the Proprietary Information except as expressly set forth herein.

(c) **Maintenance of Confidentiality.** Contractor shall take all reasonable measures to protect the secrecy of and to avoid the disclosure and unauthorized use of the Proprietary Information. Without limiting the foregoing, Contractor shall treat all Proprietary Information of Company with at least the same degree of care as Contractor accords to Contractor's own Proprietary Information. Contractor shall disclose the Proprietary Information only to those employees who need to know such information, and Contractor certifies that such employees shall have agreed, either as a condition of employment or in order to receive the Proprietary Information, to be bound by terms and conditions substantially similar to those terms and conditions applicable to Contractor under this Agreement.

(d) **Notice Requirements.** Contractor will give immediate written notice to Company of any unauthorized use or disclosure of the Proprietary Information. Contractor agrees to assist Company in remedying any such unauthorized use or disclosure. In the event Contractor is required by law to make any disclosure of the Proprietary Information, by subpoena, judicial or administrative order or otherwise, Contractor will give immediate written notice of such requirement to Company to allow it to obtain a protective order or otherwise protect its interests in the Proprietary Information.

### 5.4 **No Improper Use of Information of Prior Employers and Others.**

Contractor shall not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom Contractor has an obligation of confidentiality. Contractor shall not bring onto the premises of Company any unpublished documents or any property belonging to any former employer or any other person to whom Contractor has an obligation of confidentiality unless consented to in writing by that former employer or person.

5.5 **Exclusions.** Notwithstanding the foregoing obligations imposed on Contractor with respect to the Proprietary Information, it is understood that, at all times, Contractor is free to use information which is generally known in the trade or industry or

otherwise legally available in the public domain, and which is not gained as a result of a breach of this Agreement. Disclosure of the Proprietary Information by Contractor in response to a valid order by a court or other governmental body, or as otherwise required by law, shall not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes, provided, however, that Contractor complies with the notice requirements set forth in Section 5.3(d) of this Agreement.

5.6 **Return of Company Documents.** All materials (including, without limitation, documents, records, data, notes, reports, proposals, lists, memoranda, correspondence, drawings, designs, blueprints, models, specifications, formulas, devices, equipment, photographs, negatives, digital images and all other tangible media of expression) furnished to Contractor by Company, whether delivered to Contractor by Company, or made by Contractor in performance of the Services (collectively, the “*Company Property*”), are the sole and exclusive property of Company. Contractor hereby does and will assign to Company all rights, title and interest Contractor may have or acquire in the Company Property. Any property situated on Company’s premises and owned by Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. Upon termination of this Agreement, or upon the request of Company, Contractor will deliver to the Company all Company Property, together with all copies thereof, and any other material containing or disclosing any Company Innovations, Third Party Information or Proprietary Information of the Company. Prior to leaving, Contractor will cooperate with the Company in completing and signing the Company's Termination Certificate in the form attached hereto as **Exhibit E.**

5.7 **No Warranty.** ALL PROPRIETARY INFORMATION IS PROVIDED TO CONTRACTOR “AS IS.” COMPANY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

6. **No Conflict of Interest.** During the Term of this Agreement, Contractor will not accept work, enter into a contract or accept an obligation, inconsistent or incompatible with Contractor’s obligations hereunder. Contractor warrants that, to the best of Contractor’s knowledge, there is no other contract or duty on Contractor’s part which conflicts with or is inconsistent with this Agreement. Contractor agrees to indemnify Company from any and all loss or liability incurred by reason of the alleged breach by Contractor of any agreement with any third party.

7. **Delegation and Assignment Prohibited.** Contractor may not delegate any duties or assign any rights under this Agreement without the express prior written consent of the Company.

8. **Term and Termination.** This Agreement is effective on the Effective Date set forth above and shall continue until terminated as described in this Section. Either party terminate this Agreement without cause at any time upon thirty (30) days written notice to the other party. Company may also terminate this Agreement immediately upon Contractor’s breach of this Agreement. The definitions contained in this Agreement, and the rights and obligations contained in Sections 4, 8-10 will survive any termination or expiration of this Agreement.

9. **Noninterference with Business.** During this Agreement, Contractor agrees not, without the express written consent of Company, to engage in any employment or business activity that is competitive with or would otherwise conflict with, Contractor’s performance of the Services hereunder. Contractor agrees further that for a period of one (1) year following the

termination of this Agreement, not to, either directly or through others: (a) solicit or attempt to solicit any employee, independent contractor or consultant of Company to terminate or breach an employment, contractual or other relationship with Company; or (b) solicit or attempt to solicit the business of any client or customer of Company.

10. **Arbitration and Equitable Relief.**

10.1 **Arbitration.** Except as provided below in Section 10.2, the parties agree that any dispute or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement, shall be resolved by submission to binding arbitration before a retired judge at the San Francisco, California offices of JAMS/Endispute (“**JAMS**”), in accordance with JAMS Comprehensive Arbitration Rules and Procedures. The arbitrator’s decision shall be final, conclusive and binding. The parties shall attempt to agree on a retired judge from the JAMS panel. If they are unable to agree, JAMS will provide a list of three available judges and each party must strike one. The remaining judge will serve as the arbitrator. If the parties each strike the same judge, JAMS will select the arbitrator from the remaining judges. The parties will be entitled to full and liberal evidentiary discovery in accordance with the rules governing civil litigation in courts of the same jurisdiction. Judgment may be entered on the arbitrator’s decision in any court having jurisdiction. The parties will share equally in the costs and expenses of the arbitration.

**THE PARTIES HEREBY ACKNOWLEDGE THAT BY AGREEING TO ARBITRATION OF DISPUTES AS DESCRIBED ABOVE, THEY ARE GIVING UP ANY RIGHTS THEY MIGHT POSSESS TO HAVE THE DISPUTES LITIGATED IN A COURT OR JURY TRIAL. THE PARTIES UNDERSTAND THAT IF THEY REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, THEY MAY BE COMPELLED TO ARBITRATE UNDER CALIFORNIA LAW. THE PARTIES VOLUNTARILY CONSENT TO THIS ARBITRATION PROVISION.**

\_\_\_\_\_  
Company Initials

\_\_\_\_\_  
Contractor Initials

10.2 **Equitable Remedies.** Company and Contractor agree that disputes relating to or arising out of a breach of the covenants contained in this Agreement would likely require injunctive relief to maintain the status quo pending appointment of an arbitrator pursuant to this Agreement. The parties also agree it would be impossible or inadequate to measure and calculate the damages from any breach of the covenants contained in this Agreement prior to resolution of any dispute pursuant to arbitration. Accordingly, pursuant to California Code of Civil Procedure Section 1281.8(b), if either party claims that the other party has breached any covenant of this Agreement, that party will have available, in addition to any other right or remedy, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and/or specific performance of any such provision of this Agreement pending resolution of the dispute through arbitration. The parties further agree that no bond or other security shall be required in obtaining such equitable relief. However, upon appointment of an arbitrator, the arbitrator shall review any interim relief granted by a court of competent jurisdiction and shall have the discretion, jurisdiction, and authority to continue, expand, or dissolve such relief pending completion of the arbitration. The parties agree that any orders issued by the arbitrator may be enforced by any court of competent jurisdiction if necessary to ensure compliance by the parties.

10.3 **Attorneys’ Fees and Costs.** In any arbitration or judicial proceeding

brought pursuant to Sections 10.1 and 10.2 of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

11. **General Provisions.**

11.1 **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written notification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of transmission; (d) by certified or registered mail, return receipt requested. Notices shall be sent to the addresses set forth above, or to such address as either may specify in writing.

11.2 **Governing Law.** This Agreement shall be governed by and construed according to the laws of the State of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents. Each of the parties expressly consents to the personal jurisdiction of the federal and state courts located in California, as applicable, for any matter arising out of or relating to this Agreement.

11.3 **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable in any respect, this shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such illegal, invalid or unenforceable provision had never been contained herein. Moreover, if any provision contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

11.4 **Waiver, Amendment, Modification.** The failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. No waiver of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. This Agreement may be amended or modified only by mutual agreement of authorized representatives of the parties in writing.

11.5 **Injunctive Relief For Breach.** Contractor's obligations under this Agreement are of a unique character that gives them particular value. Contractor's breach of any of such obligations will result in irreparable and continuing damage to Company for which there will be no adequate remedy at law; and in the event of such breach, Company will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper (including monetary damages if appropriate).

11.6 **Advice of Counsel.** The parties acknowledge that, in negotiating and executing this Agreement, they have had the opportunity to seek the advice of independent legal counsel, and that they have read and understood all of the terms and provisions of this Agreement. This Agreement shall not be construed against any party by reason of the drafting or preparation thereof.

11.7 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. The terms of this Agreement will govern all Services undertaken by Contractor for Company.

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

**COMPANY:**

By: \_\_\_\_\_

**CONTRACTOR:**

\_\_\_\_\_



**EXHIBIT A**

**SERVICES**

1. Contact: Consultant's principal Company contact: Nova Spivack.

2. Services:

3. Commitment:

Consultant shall provide Services to the Company no fewer than [15 - 20] hours per week. Both parties recognize the scope of this work cannot be adequately determined at this point and time. As a better assessment of necessary time commitment becomes available, this contract can be refined or added to by agreement of both parties. Thus, time will be tracked by Consultant for review by \_\_\_\_\_.

4. Milestones:

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

COMPANY:

By: \_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_

**EXHIBIT B**  
**FEE SCHEDULE**

Cash Compensation:

For Services rendered by Consultant under this Agreement, the Company shall pay Consultant as follows: \$\_\_ per \_\_\_\_\_, payable monthly within \_\_\_\_\_ ( ) days following receipt of Consultant's invoice for the work done during the prior month.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

COMPANY:

By: \_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_

**EXHIBIT C**

**TRANSFER OF INNOVATIONS**

For good and valuable consideration which has been received, the undersigned sells, assigns, and transfers to \_\_\_\_\_ (“Company”), and Company’s successors and assigns, and Company accepts such sale, assignment and transfer of all rights, title and interest of \_\_\_\_\_ (“Contractor”), vested and contingent, in and to the Company Innovations, and all associated intellectual property rights (including, without limitation, patent, copyright, moral right, mask-work, and trade secret rights), which were conceived, reduced to practice, created, derived, developed or made during the course of the Services performed under the Independent Contractor Services Agreement, dated \_\_\_\_\_. Such Company Innovations are more particularly identified on Schedule 1 hereto.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

COMPANY:

By: \_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_

**SCHEDULE 1**  
**ASSIGNMENT OF INNOVATIONS**

Description of Company Innovations:

**EXHIBIT D**

**PRIOR INNOVATIONS**

Contractor provides below a list of all original works of authorship, inventions, developments, improvements, and trade secrets which were made by Contractor prior to my providing the Services for the Company (collectively referred to as "***Prior Innovations***"), which belong to Contractor, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder; or, if no such list is attached, Contractor represents that there is no such Prior Innovations. If during the term of this Agreement, Contractor incorporates into Company Property or Company Innovations any Prior Innovations owned by Contractor or in which Contractor has an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Innovations as part of or in connection with such Company Property or Company Innovations.

*Prior Innovations:*

Title	Date	Identifying Number or Brief Description
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**EXHIBIT E**

**Termination Certificate**

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items belonging to Lucid Ventures, Inc., its subsidiaries, affiliates, successors or assigns (together, the "**Company**").

I further certify that I have complied with all the terms of the Independent Contractor Services Agreement signed by me (the "**Agreement**"), including the reporting of any Innovations (as defined therein), conceived or made by me (solely or jointly with others) covered by the Agreement.

I further agree that, in compliance with the Agreement, I will preserve as confidential the Company Innovations, all trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of the Company or any of its employees, clients, consultants or licensees.

I further agree that for two (2) years from this date, I shall not solicit the employment of any person who shall then be employed by the Company (as an employee or consultant) or who shall have been employed by the Company (as an employee or consultant) within the prior two (2) year period, on behalf of myself or any other person, firm, corporation, association or other entity, directly or indirectly, all as provided more fully with the Agreement.

Date: \_\_\_\_\_,

\_\_\_\_\_  
(Signature)