

## Independent Contractor Agreement and Intellectual Property & Non Disclosure Agreement

This Contractor Agreement (the 'Agreement') inclusive of the Intellectual Property and Non Disclosure Agreement contained herein, is entered into by and between GEOTOPIA INTERNATIONAL, a Utah Company (the 'Company') and \_\_\_\_\_ (the 'Individual'), of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ an independent contractor or subcontractor of the Company, who has been assigned by the Company to perform all or a portion of the services required of the Company's client(s) ('Client') through existing consulting agreement(s) ('Consulting Agreement(s)').

NOW, THEREFORE, the parties agree as follows:

### 1. Ownership of Work Product:

In consideration of the Company's assignment of the Individual to perform all or part of the services required of Company pursuant to Consulting Agreement(s) with the Company's Client(s), the Individual agrees that, to the extent that the Individual, in performing such services, produces any work product, including (but not limited to) notes, reports, spreadsheets, documentation, drawings, translations, images, computer programs, (source code, object code and listings), derivatives of pre-existing copyrighted works, customer lists, product lists, inventions conceived or reduced to practice during the performance of work under a service agreement with the Company's Client(s) or resulting from or based upon any Client(s)' or the Company's Confidential Information, creations, designs, trademarks, works of any kind (including, by way of example only, movies and audio or visual works), devices, films, masks, models, work-in-process, and deliverables (collectively, 'Work Product'), all such Work Product shall be the property of the Client or the Company as in agreement with the existing Consulting Agreement(s) between the Company and its Client(s). Therefore, the Individual agrees to assign and does hereby expressly assign to the Company all right, title, and interest in and to the Work Product of this Agreement including any and all moral rights it may have in any part of the Work Product; the Individual also hereby forever waives and agrees never to assert any and all moral rights it may have in any part of the Work Product even after termination of the Individual's work on behalf of the Company. During and after this Agreement, the Individual will assist the Company, the Company's assignee, or the Company's Client(s), in every reasonable way, at the Company or the Client's expense, to secure, maintain and defend for the Company's benefit, the Company assignee's benefit, or the Company's Client(s)' benefit, all copyrights, patent rights, mask work rights, trade secret rights and other proprietary rights in and to the Work Product.

### 2. Not Company's Employee:

The Individual understands and agrees that the Individual is not the Company's employee and that the Individual is not eligible for participation in or benefits under any Company employee benefit plan, program, or policy, including any health or life insurance plan, disability plan, pension plan, or other plans or benefits unless explicitly enumerated in this Agreement. The Individual hereby agrees that the Individual will immediately notify the Company in writing if at any time the Individual believes that the Individual is an employee of the Company or if Individual believes that any other statements made in this Agreement are inaccurate in any way related to employment or the relationship between the Individual and the Company. If Individual fails to so notify the Company in writing of any statements in this Agreement that Individual believes are inaccurate in any way, Individual's failure to so notify the Company will attest to the accuracy of the statements in this Agreement and signify agreement to those statements.

### 3. Not Client's Employee:

The Individual understands and agrees that the Individual is not the employee of any Client of the Company and that the Individual is not eligible for participation in or benefits under any Client's employee benefit plan, program or policy. The Individual hereby agrees that the Individual will immediately notify the Company in writing if at any time Individual believes that the Individual is an employee of the Client(s) or if the Individual believes that any other statements made in this Agreement are inaccurate in any way related to employment or the relationship between the Individual and the Client.

### 4. Company's Confidential Information:

The Individual understands that in the course of performing work for the Company, the Individual will likely learn some Confidential Information belonging to the Company, including, but not limited to the Company's trade secrets, employee files or contractor lists, pricing and client lists, proprietary tools, etc.. The Individual agrees not to disclose any Company Confidential Information and promises to take all reasonable precautions to prevent its unauthorized dissemination. Without limiting the scope of this duty, the Individual agree to limit the Individual's distribution of Company Confidential Information to employees and agents of the Company who have a need to know and who have also signed this or a similar Agreement. The Individual further agrees not to use any Company Confidential Information for the Individual's own benefit or for the benefit of anyone other than the Company and, in particular, the Individual agrees not to invent, design or manufacture any products which incorporate any Company Confidential Information or offer any similar services, except as expressly authorized by the Company. The Individual acknowledges that all Company Confidential Information remains the property of the Company and that no license or other rights in the Company Confidential Information is granted hereby. The Individual agrees to return any Company Confidential Information to the Company on the Company's written request and, in any event, upon termination of this Agreement. As used in this Agreement, 'Company Confidential Information' means information relating to the research, development, products, methods of manufacture, trade secrets, business plans, customers, finances, and personnel data related to the business or affairs of the Company including, but not limited to, any such information generated in the performance of work under any Consulting Agreement. Company Confidential Information does not include any information that (i) is or becomes generally known or available by publication, commercial use or otherwise through no fault of Individual; (ii) is known and has been reduced to tangible form by Individual at the time of disclosure and is not subject to restriction; (iii) is independently developed by Individual without use of any Company Confidential Information; (iv) is lawfully obtained from a third party who has the right to make such disclosure; (v) is released for publication by the Company in writing.

### 5. Client's Confidential Information:

The Individual understands that in the course of performing work for the Company, Individual may learn some Confidential Information belonging to Client(s) of the Company. The Individual agrees not to disclose any Client Confidential Information and promises to take all reasonable precautions to prevent its unauthorized dissemination. Without limiting the scope of this duty, the Individual agrees to limit the Individual's distribution of Client Confidential Information to employees and agents of the Company and/or specific Client who have a need to know and who have signed this Agreement. The Individual will not share information related to or derived from one Client with any other Client(s) of the Company. The Individual further agrees not to use any Client Confidential Information for the Individual's own benefit or for the benefit of anyone other than the Client and, in particular, the Individual agrees not to design or manufacture any products which incorporate any Client Confidential Information, except as expressly provided in the Company's Consulting Agreement with the Client's approval. The Individual acknowledges that all Client Confidential Information remains the property of the Client and that no license or other rights in the Client Confidential Information is granted hereby. The Individual agrees to return any Client Confidential Information to the Company or Client(s) on Company's written request and, in any event, upon termination of this Agreement. As used in this Agreement, 'Client Confidential Information' means information relating to the research, development, products, methods of manufacture, trade secrets, business plans, customers, finances, and personnel data related to the business or affairs of the Client including, but not limited to, any such information generated in the performance of work under the Consulting Agreement. Client Confidential Information does not include any information that (i) is or becomes generally known or available by publication, commercial use or otherwise through no fault of the Individual; (ii) is known and has been reduced to tangible form by the Individual at the time of disclosure and is not subject to restriction; (iii) is independently developed by Individual without use of any Client Confidential Information; (iv) is lawfully obtained from a third party who has the right to make such disclosure; (v) is released for publication by the Client in writing.

**6. Fee Schedule:**

The Company will pay the Individual for services rendered a flat fee for to be negotiated for quantifiable projects and on a hourly rate to be negotiated per hour for ad-hoc work or on-site placement with Client(s). If the Individual is required to work on-site at the request of a client or in order to complete a project at the place of business of a Client of the Company and the distance from the Individual's primary place of business to the Client site is in excess of 30 miles, the Company shall reimburse for mileage at a rate equal to the current standard mileage rate stipulated by the Internal Revenue Code for current tax year. Such travel shall require written or verbal approval from the Company prior to engagement. If the time spent ad-hoc or on-site with a Client should exceed 25 hours in one calendar week, the Individual will promptly advise the Company before the 24th billable hour. The Individual will likewise inform the Company if any flat fee project should exceed the estimated cost by written notice prior to exceeding the projected cost.

**7. Duration of Service:**

The Individual understands that the duration of services to be performed by the Individual is on an as-needed basis to be determined by the Company and no guarantee of the duration or continuation of services by the Individual is implied or expressed herein. The Company reserves the right to terminate this agreement at any time by providing written notice vial email, fax, or by public or private courier.

**8. Payment(s) to Individual:**

The Individual understands and agrees that Individual's fees and all other compensation shall be paid by the Company but that the Company shall not be responsible for providing any statutory benefits of employment including, but not limited to payment or withholding of State or Federal Income Taxes or payroll taxes, or reimbursing any expenses unless such expenses have previously approved by the Company in writing. All payments shall be made to the Individual within 30 days of Individual providing a detailed report of approved work and services completed. Unless otherwise agreed upon, payments shall be mailed once per month within 7 days of the ending of the previous month. Individual agrees to provide a report of services within 60 days of completing said services unless obtaining a written extension from the Company, or waives any claim thereupon.

**9. Equitable Relief:**

Because the Individual will have access to and become acquainted with confidential and proprietary information of the Company and its Client(s), the unauthorized use or disclosure of which would cause irreparable harm and significant injury which would be difficult to ascertain and which would not be compensable by damages alone, the Individual agrees that the Company will have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief without prejudice to any other rights and remedies that the Company may have for the Individual's breach of this Agreement.

**10. Client A Third-Party Beneficiary:**

The Individual hereby acknowledges and agrees that any Client of the Company is a third-party beneficiary of this Agreement and may act on its own to enforce any provision of this Agreement that affects any Client right, obligation or liability. The Individual acknowledges that the Individual may not seek recourse against the Client for matters arising out of this Agreement and may not seek any payment of fees against the Client for work or services performed by the Individual for the Company.

**11. Dispute Resolution:**

In the event of any controversy or dispute between the Individual and the Company arising out of or in connection with this Agreement, the Parties shall attempt, promptly and in good faith, to resolve any such dispute. If the Parties are unable to resolve any such dispute within a reasonable time (not to exceed thirty (90) days), then either Party may elect, in its discretion, to submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the Parties shall be free to pursue any right or remedy available to them under applicable law.

**12. Miscellaneous:**

The Individual understands that particular to services performed for and behalf of Client(s) on site or under the immediate direction of a Client, the Individual may be required to follow instructions directly from the Client. Any such duties performed will continue to be governed by this Agreement and the same efforts to preserve the confidentiality of both the Company and the Client must be maintained. The Individual shall not, without prior written consent from the Company, contact any other Consulting Company or Competitor, solicit or tender bids for services from a Competitor, or review bids from a Competitor. Neither shall the Individual pass on or knowingly allow to be passed on, any bids, quotes, price lists, or other confidential material, or Work Products produced for the Client by the Company to another Consulting Company or Competitor.

**13. Governing Law; Venue; Jurisdiction:**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah, except for the body of law pertaining to conflicts of law. The Venue for any legal action shall exclusively be in the Judicial District for Utah County, State of Utah, and the federal courts of Utah; both Parties expressly consent to the jurisdiction therein.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the date below.

**"COMPANY"**

**"INDIVIDUAL"**

GEOTOPIA INTERNATIONAL SOFTWARE SOLUTIONS

\_\_\_\_\_

**By:**

\_\_\_\_\_

Signature

\_\_\_\_\_

Signature

**Name:**

James Tanne

\_\_\_\_\_

**Title:**

Principal

Contractor

**Date:**

\_\_\_\_\_, 2007

\_\_\_\_\_, 2007