

**Advanced Sports Logic, Inc**  
**INDEPENDENT CONTRACTOR AGREEMENT**

THIS CONTRACTOR AGREEMENT (the "Agreement") is made as of \_\_\_\_\_, 20\_\_, by and between ADVANCED SPORTS LOGIC, INC., a New Hampshire corporation (the "Company") and - \_\_\_\_\_, an individual with an address of \_\_\_\_\_, \_\_\_\_\_ (the "Contractor").

**RECITALS**

- A.** The Company is in the business of creating, developing and selling software related to sports and fantasy sports.
- B.** The Company desires to engage the Contractor to provide the services as more particularly described herein.
- C.** At great expense to the Company, it has secured clients and consultants and solicited potential clients and consultants (hereinafter, singularly or collectively referred to as the "Client").
- D.** The Contractor acknowledges that the Contractor will be entrusted with confidential and trade secret information solely to enable the Company to provide services to the Client and any unauthorized disclosure or release of such confidential and trade secret information in any form would irreparably harm Company and/or its Client.

NOW, THEREFORE, in consideration of the mutual promises and conditions set forth in this Agreement, which Contractor acknowledges to be good and sufficient consideration, the parties to this Agreement hereby agree to the following:

**1. Engagement of the Contractor.**

- (a) The Company retains the Contractor to provide the services set forth on Schedule A (the "Services") unless or until earlier terminated in accordance with Section 9 of this Agreement.
- (b) The Contractor shall serve as an independent contractor in the performance of all Services under this Agreement. As an independent contractor, the Contractor will work independently and will not receive training or direction from the Company or the Client, other than as to the goals to be achieved in the assignments for which the Contractor is engaged by the Company from time to time. The Contractor is free to accept engagements from others during the term of this Agreement, so long as those engagements do not violate Sections 5, and 6 of this Agreement and do not prevent the Contractor from meeting assignment requirements.
- (c) Neither the execution, delivery, nor performance of this Agreement will be construed to constitute either party as an agent or representative of the other party for any purpose, or be deemed to establish a joint venture or partnership between the parties. Neither party has the authority to (i) bind the other party by or to any contract, representation, understanding, act or deed, (ii) represent to any third party that either party is an agent of the other party, or (iii) represent to any third party that either party is responsible for the acts or omissions of the other party.

- (d) The Contractor represents that the Contractor is free to enter into this relationship with the Company and is not a party to any restrictive agreement limiting the performance of the Contractor's duties for the Company or the Client and that only the Company or the Client is entitled to the benefit of the Contractor's work. The Contractor may not use any other party's patents, copyrights, trade secrets or trademarks in any unlawful manner, nor misappropriate other's proprietary rights in the performance of the Services.

2. **Consideration from the Company to the Contractor.** In exchange for the Services, the Company will pay the Contractor in accordance with Schedule B attached hereto.

3. **Capability.** The Contractor acknowledges and agrees that, with appropriate guidance, he possesses the requisite starting level skills, training and equipment necessary to perform the Services and that he will be responsible for obtaining any equipment required in order to perform the Services.

4. **Restrictions on Assignment of Agreement.** Neither party shall, without the prior written consent of the other party, assign or transfer any portion or part of this Agreement or its rights or obligations hereunder.

5. **Covenants of the Contractor.** The Contractor agrees to:

- (a) comply with all laws, rules, ordinances and regulations of all federal, state or local political bodies having jurisdiction over the Services;
- (b) not portray or represent itself as an agent of the Company.

6. **Ownership of Creative Work.** All work product arising out of the work performed by the Contractor under this Agreement, including but not limited to, all of the Contractor's inventions and ideas that the Contractor has made or conceived, or that the Contractor may make or conceive, either solely or jointly with others, during any consulting period with the Company that relates in any way to the present or prospective fields of interest of the Company or the Client, including inventions and ideas that shall be within the scope of the Company's business or the Client's business, research and development, and/or other activities of the Company or the Client, or that is capable of being used in, or in connection with, the business of the Company or the Client, as now or hereafter conducted shall belong exclusively to the Company, whether or not fixed in a tangible medium of expression. Without limiting the foregoing, the Contractor agrees that any such original works (the "Works") shall be deemed to be "works made for hire," provided that if such Works are not considered "works made for hire" by operation of law, the Contractor agrees to, and does hereby, assign all of the Contractor's right, title and interest in and to the Works exclusively to the Company. Contractor further agrees to disclose such Works promptly to Company. To the extent all or any portion of the Works cannot be assigned by the Contractor to the Company, the Contractor does hereby grant to the Company, its successors and assigns, a fully paid, exclusive, perpetual, worldwide license in all copyrights, all patent rights, all trade secret rights, all trademark rights, and all other proprietary rights in and to the Works. Upon the Company's request and at the Company's expense, the Contractor will execute and deliver such instruments and take such other action as may be requested by the Company to perfect or protect the Company's rights in the Works and to perfect the assignments effected by this Agreement.

7. **Confidential Information.**

- (a) As used in this Agreement, the term "Confidential Information" means matters of a technical nature, such a formulae, "know how," schematics, technical drawings, secret processes or machines, inventions, computer software, product sources, product research and designs, and matters of a business nature, such as client lists, client contact information,

associate information, candidate and recruit lists and information, placement information, pricing lists, contracts, sales reports, sales, financial and marketing data, systems, forms, methods, procedures and analyses, and any other proprietary information, whether communicated orally or in writing or other tangible form, concerning how the Company or the Client operates their respective businesses. Notwithstanding any other provision in this Agreement to the contrary, the term “Confidential Information” does not include any information that the Contractor demonstrates (A) is generally available to the public other than as a result of a disclosure by the Contractor, (B) was made available to the Contractor from a source other than the Company or the Client on a non-restricted and non-confidential basis, provided that Contractor has no reason to believe that such source is bound by a restricted use or nondisclosure agreement with another party or is otherwise prohibited from using or disclosing such information by a contractual or fiduciary obligation, or (C) was independently developed by the Contractor without any use of the Company’s or the Client’s Confidential Information.

- (b) The Contractor shall refrain from directly or indirectly disclosing to any third party, or using for any purpose other than for the direct benefit of the Company or the Client, any Confidential Information during the Contractor’s consulting engagement and thereafter.
- (c) The Contractor will use all commercially reasonable efforts to maintain the confidentiality of the Confidential Information. The Contractor will promptly notify the Company if the Contractor becomes aware of any unauthorized disclosure or use of the Confidential Information, and the Contractor will cooperate with the Company in every reasonable way to assist the Company in regaining possession of the Confidential Information and to prevent its further unauthorized disclosure or use.
- (d) The parties to this Agreement recognize that the Company has invested considerable amounts of time and money in attaining and developing the Confidential Information. The Contractor acknowledges and agrees that any breach of any of the covenants set forth in this Section 7 will cause irreparable harm and loss to the Company and/or the Client and that money damages alone would not provide an adequate remedy in such event. Accordingly, the Contractor agrees that, in addition to any other remedy to which the Company may be entitled, at law or in equity, the Company will be entitled to obtain injunctive or other equitable relief to restrain any breach or threatened breach of, or to otherwise specifically enforce, any of the covenants set forth in this Section 7.

**8. Intellectual Property Indemnification.** The Contractor will defend, indemnify, and hold harmless the Company and all directors, officers, managers, employees, subinterns, agents, consultants, advisors, members, or other representatives of the Company from and against any and all damages, losses, liabilities, claims, fines, penalties and expenses (including costs of investigation and defense and reasonable attorney’s fees), involving a third-party claim (collectively, “Damages”), and any and all proceedings, actions, arbitrations, audits, hearings, investigations and suits, whether civil, criminal, administrative, investigative or informal, commenced, brought, conducted or heard by or before, or otherwise involving, any court, administrative agency, or other governmental body, or any arbitrator (collectively, “Proceedings”) to the extent such Damages or Proceedings result from or arise out any third-party claim (actual or alleged) that the Services or the Works infringe any U.S. patent, copyright, trademark, or other intellectual property right, constitute a misappropriation of any trade secret, or violate any other intellectual or proprietary right of any third party. The indemnification set forth in this Section 8 will not apply to the extent any claim of infringement, misappropriation, or violation results from or arises out of (i) the Company’s combination of the Services or the Works with any product or service not provided or delivered by the Contractor, where the infringement, misappropriation, or violation would not have occurred but for

such combination, or (ii) the Company's unauthorized modification of the Services or the Works, where the infringement, misappropriation, or violation would not have occurred but for such modification. If an injunction issues as a result of any Proceeding described in this Section 8, then the Contractor will, at its expense and option, either (A) procure for the Company the right to continue using the Services and the Works, or (B) provide to the Company services or other creative work which are substantially similar to the Services and the Works and which do not infringe, misappropriate, or violate the U.S. intellectual property rights of any third party. The Contractor's obligation to indemnify the Company hereunder is conditioned upon the Company promptly giving notice to the Contractor of any such claim or suit threatened, made or filed against it which forms the basis for such claim of indemnification and shall cooperate fully with the Contractor in the investigation and defense of all such claims or suits.

**9. Warranty; Limitation of Liability.** The Contractor warrants to the Company that the Services will be performed (i) by qualified personnel in a professional manner, and (ii) in accordance with the performance specifications set forth on Schedule A, subject to the terms and conditions set forth in this Agreement.

**10. Termination.** Notwithstanding anything herein to the contrary, this Agreement may be terminated by either party: (i) at any time with written notice to the other party hereto with or without cause. Upon termination or expiration of this Agreement, the Contractor shall return all of the Confidential Information, including any copies thereof, in its possession or control. The obligations and restrictions set forth in Sections 5(b), 6, 7, 8, 9, and 10 shall survive any termination of this Agreement.

**11. Payment of Attorney's Fees and Costs.** If there is a dispute between the parties hereto resulting in litigation, then the party prevailing in such litigation shall have its attorney's fees and costs incurred reimbursed by the other party hereto.

**12. Governing Law and Choice of Forum.** This Agreement is made under, and shall be governed, construed and interpreted by, and in accordance with, the laws of the State of New Hampshire. Any dispute arising hereunder shall be resolved exclusively by litigation in applicable New Hampshire state courts or federal courts in the District of New Hampshire, of proper and competent jurisdiction and venue. Each party hereto expressly consents to such jurisdiction and venue for any and all purposes.

**13. Amendment and Modification.** This Agreement may be amended or modified by the parties hereto only by a written instrument of subsequent date hereto executed by each of the parties hereto which specifically references this Section 13.

**14. Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein, and supersedes and cancels all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, with respect to the subject matter hereof including, but not limited to, any equity ownership or investment in the Company in connection with Services rendered.

**15. Waiver and Remedies.** No waiver of any breach of any provision of this Agreement shall be held to be a waiver of any other or subsequent breach, and the failure of a party to enforce at any time any provision hereof shall not be deemed a waiver of any right of such party to subsequently enforce such provision or any other provision hereof. No action taken pursuant to this Agreement, including, without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of the requirement of compliance with any representation, warranty, condition or agreement contained herein. All remedies afforded in this Agreement shall be taken and construed as cumulative to every other remedy provided herein or by law or equity.

**16. Severability.** In the event that any covenant, condition, term or restriction contained in this Agreement shall be held invalid, illegal or unenforceable in any respect, in whole or in part, then the remainder of this Agreement shall remain valid and enforceable so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party, and the validity of the remaining part of any term or provision held to be partially invalid, illegal or unenforceable shall in no way be affected, prejudiced or disturbed thereby. Upon such determination that any term or other provision is adjudicated to be invalid, illegal or unenforceable by a court of competent jurisdiction and venue, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

**17. Headings.** The paragraph headings throughout this Agreement are for reference purposes only, and shall in no way be construed to explain, modify, amplify or aid in the interpretation, construction or meaning of any provision of this Agreement.

*[Intentionally Blank - Signature Page Follows]*

**IN WITNESS WHEREOF**, the parties have executed this Independent Contractor Agreement on the day and year set forth in the preamble of this document.

THE COMPANY:  
ADVANCED SPORTS LOGIC, INC.

\_\_\_\_\_

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

Name: Leonard LaPadula \_\_\_\_\_

Title: President \_\_\_\_\_

THE CONTRACTOR:

\_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

*- Signature Page of Independent Contractor Agreement -*

## **SCHEDULE A**

### **Description of Services; Term of Agreement**

The Contractor is being retained by the Company to perform the Services hereinafter set forth under the direction of the Board of the Company. The primary responsibilities of the Contractor include, but are not limited to:

- Write fantasy sports articles the complement ASL's product offerings
- Become familiar with ASL's products
- Enter articles on ASL's website per ASL's best practices

The Company will provide specific assignments and feedback.

**Contractor's Initials:** \_\_\_\_\_

## **SCHEDULE B**

### **Payment Terms**

**Compensation:** The Contractor shall pay a combination of cash compensation and deferred compensation per the following schedule:

- Starting compensation is \$20/article
- Each month that a writer creates four or more articles that are approved for publication, compensation will increase \$10/article
- Each month that a writer creates four or more articles that are approved for publication and their average views per article increases compared with the previous month, and they created four or more articles approved for publication in the previous month also, their base compensation per article shall increase by \$10/article, up to a max of \$40/article. This base compensation will be raised in perpetuity even if the writer stops writing for the Company and starts writing again later.

The mix of deferred and cash compensation can change from time to time. At the time of this writing, compensation is 100% deferred, except in months when a writer writes four or more articles. Then the writer will be paid \$50 cash compensation and the remainder deferred compensation. Deferred compensation will be paid by the Company when it has a positive cash flow, from oldest to most recent deferred compensation.

**Stock Options for Deferred Compensation:** As an offset for deferred compensation, a writer will receive a whole number of stock options equal to the deferred compensation divided by the then stock valuation. This provides the writer an upside if the Company performs well in the future and offers a stock buyback or has some type of exit that buys the Company stock. Options will be non-qualified and non-voting. Additional terms apply per the Stock Option Agreement.

**Expenses:** The Company shall reimburse the Contractor for out-of-pocket expenses incurred by the Contractor in connection with providing the Services, provided that such expenses are approved by the Company in advance and the Contractor provides receipts and other documentation reasonably required by the Company to substantiate such expenses.

**Contractor's Initials:** \_\_\_\_\_