

INDEPENDENT CONTRACTOR SERVICE AGREEMENT

THIS INDEPENDENT CONTRACTOR SERVICE AGREEMENT ("Agreement"), made and entered into this date [INSERT DATE OF CONTRACT], by and between Live Out Loud, Inc. a Nevada corporation of 1135 Terminal Way Suite 209, Reno, Nevada 89502 ("LOL"), and _____ ("Contractor") of [INSERT CONTRACTOR'S ADDRESS].

WITNESSETH:

WHEREAS, LOL wishes to engage Contractor from time to time to provide it services related to the operation of LOL business, and Contractor is willing to provide such services, and

WHEREAS, LOL and Contractor wish to enter into this Agreement to set forth the terms and conditions upon which services will be provided by Contractor to LOL.

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth herein LOL and Contractor hereby mutually covenant and agree as follows:

1. **Engagement of Contractor.** Contractor is hereby retained by LOL, and Contractor hereby accepts such engagement, as an independent contractor service provider to LOL for the compensation and on the terms and conditions hereinafter expressed in Exhibit "A" attached hereto. Contractor shall perform such duties as are reasonably requested of it by LOL in regard to the business of LOL and its subsidiary and affiliate companies.
2. **Duties.** Contractor shall serve as an independent contractor of LOL and shall be responsible for rendering services to LOL on the terms and conditions set forth in Exhibit A:
 - a. Contractor shall use its best efforts to render services to LOL as reasonably needed, and, to do and perform all necessary or advisable services or acts to fulfill the duties and obligations required by the terms of this Agreement, subject at all times to the policies and directives set by LOL management or by LOL's Board of Directors.
 - b. Contractor shall, during the term of this Agreement, devote its time, attention, skill, and efforts to the performance of duties on behalf of LOL, maintain and promote the business of LOL to the extent the parties mutually agree is necessary under the circumstances. Contractor shall be available to perform under the terms of this Agreement as reasonably needed by LOL.
 - c. To the best of its ability and experience, Contractor shall loyally and conscientiously perform all of the duties and obligations required of it either expressly or implicitly by the terms of this Agreement.
 - d. Contractor's performance of its duties hereunder shall at all times be rendered to LOL 's satisfaction and may be rendered at any location deemed suitable by LOL and Contractor.
 - e. Contractor will supply its own office space and all tools, materials, and equipment required to perform the services under this Agreement.
3. **Term of Agreement.** The term of this Agreement shall be for a period of one (1) year, beginning on the date this Agreement is executed by the parties, unless otherwise provided herein. This Agreement may be terminated at will by LOL or Contractor with ten (10) days written notice to the other party.
4. **Renewal.** This Agreement will automatically renew for successive one (1) year terms, unless terminated by the parties as provided herein.
5. **Termination of Agreement.**
 - a. Termination on Notice. Notwithstanding any other provision of this agreement, either party may terminate this agreement at any time by giving 10 days' written notice to the other party. Unless

otherwise terminated as provided in this agreement, this agreement will continue in force for a period of (12) twelve months *or* until the services provided for in this agreement have been fully and completely performed.

b. Termination on Occurrence of Stated Events. This agreement will terminate automatically on the occurrence of any of the following events:

- i. Bankruptcy or insolvency of either party.
- ii. Sale of the business of either party.
- iii. Death of either party.

6. **Compensation.** As compensation for the services described on Exhibit A attached hereto, Contractor shall receive the compensation and commissions (subject to the chargeback policy) also set forth on Exhibit A. The schedule of compensation set forth on Exhibit A may be changed by mutual agreement from time to time. The aforesaid compensation shall be paid to Contractor on the 15th day of each month provided an invoice is presented to LOL by Contractor no later than the 5th day of each month. If Contractor dies before completing the services under this agreement, any moneys due Contractor from Client under this agreement as of the date of death will be paid to the Contractor's executors, administrators, heirs, personal representatives, successors, and assigns.

7. **Assignment of all Business or Income to LOL.** All services performed by Contractor pursuant to this Agreement, and any revenues derived from such services, shall be considered the business and the income of LOL. During the term of this Agreement, Contractor agrees to disclose and irrevocably to assign all revenues generated as result of activities on the part of Contractor pursuant to this Agreement, to LOL immediately on its receipt by Contractor.

8. **Obligations of LOL.** LOL shall provide Contractor with the compensation indicated on Exhibit A. LOL shall also provide Contractor with a Remote Access/Virtual Private Network ("VPN") connection to the LOL corporate network. As a condition of said access, Contractor agrees to acknowledge and abide by the Live Out Loud VPN/Remote Access Policy, a copy of which is attached hereto as Exhibit "B," and incorporated herein.

9. **Independent Contractor.** The parties agree that:

a. Status of Contractor. Contractor enters into this agreement, and will remain throughout the term of the agreement, as an independent contractor. Contractor agrees that he *or* she is not and will not become an employee, partner, agent, or principal of LOL while this agreement is in effect. Contractor agrees he *or* she is not entitled to the rights or benefits afforded to LOL's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Contractor is responsible for providing, at his *or* her own expense, disability, unemployment, and other insurance, workers' compensation, training, permits, and licenses for himself *or* herself and for his *or* her employees and subcontractors.

b. Payment of Income Taxes. Contractor is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by LOL to Contractor for services under this agreement. On request, Contractor will provide LOL with proof of timely payment. Contractor agrees to indemnify LOL for any claims, costs, losses, fees, penalties, interest, or damages suffered by LOL resulting from Contractor's failure to comply with this provision.

10. **Trade Secrets.** The parties acknowledge and agree that, during the term of this Agreement, and, in the course of the discharge of its duties hereunder, Contractor shall have access to and become acquainted with information concerning the operation of LOL including, without limitation, financial, personnel, credit reports, customer names and addresses, economic data, sales information, databases and other information that is owned by LOL and regularly used in the operation of LOL's business, and, that such information shall be the exclusive property of LOL and constitutes LOL's trade secrets.

Contractor specifically agrees that it shall not misuse, misappropriate, or disclose any such trade secrets, directly or indirectly, to any person or use them in any way, either during the term of this Agreement or at any other time

thereafter, except as is required in the course of its duties hereunder.

Contractor acknowledges and agrees that the sale, appropriation, unauthorized use or unauthorized disclosure of any of LOL's trade secrets, including information concerning LOL's current or any future and proposed work, services, or products, including disclosure of the fact that any such work, services, or products are planned, under consideration, or in production, as well as any descriptions thereof, constitute unfair competition.

Contractor agrees not to engage in any competition with LOL, either during the term of this Agreement or at any time thereafter for a period or three (3) years after termination of this agreement.

Contractor further agrees that all files, records, databases, documents, drawings, specifications, equipment, and similar items relating to the LOL 's business, whether prepared by Contractor or others, are and shall remain exclusively the property of LOL and that they shall be removed from the premises of LOL only with the express prior written consent of LOL.

Upon termination of this Agreement, Contractor shall not be entitled to keep or reproduce LOL's records, files, databases, documents, drawings, specifications, equipment, and similar items related to any customer or business matter. Upon termination of this Agreement, such items shall be immediately returned to LOL.

The parties agree that Contractor shall not perform any services of any kind for or on behalf of any customer of LOL during the term of this Agreement and for a period of one (1) year following the termination of this Agreement without the express written permission of LOL.

11. **Intellectual Property.** The parties acknowledge and agree that, during the term of this Agreement, and, in the course of the discharge of its duties hereunder, Contractor shall have access to and become acquainted with certain processes, methodologies and strategies that represent the Intellectual Property of LOL or Loral Langemeier. Contractor agrees that it will not, during the term of this Agreement or at any time thereafter, use, in any way either directly or indirectly, any such Intellectual Property without the express, written consent of LOL or Loral Langemeier.

12. **Confidentiality and Covenant Not to Compete.**

- a. Confidential information. For the purposes of this Agreement, "Confidential Information" means non-public information about the disclosing party's business, financial, technical and other information of a party marked or designated "confidential" or by its nature or the circumstances surrounding its disclosure should reasonably be regarded as confidential. Confidential Information includes not only written or other tangible information, but also information transferred orally, visually, electronically or by other means. Confidential Information will not include information that (i) is in or enters the public domain without breach of this Agreement; (ii) the receiving Party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation or (iii) the receiving party knew prior to receiving such information from the disclosing party or develops independently.
- b. Non-disclosure; Non-use. The parties agrees (i) that they will not disclose to any third party, or use, any Confidential Information disclosed to them by the other except as expressly permitted in this Agreement and (ii) that it will take all reasonable measures to maintain the confidentiality of all Confidential Information of the other party in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of their own information of similar importance. Each party agrees that all non-disclosure and non-use restrictions apply to each party and each party's agent or agents, respectively.
- c. Exceptions. Notwithstanding the foregoing, each party may disclose Confidential Information (i) to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by law, or (ii) on a "need to know" basis under an obligation of confidentiality to its legal counsel, accountants, banks and other financing sources and their advisors.
- d. Covenant not to compete.

1. Contractor herewith agrees that it shall not, either directly or indirectly, actively or silently, under contract or otherwise, as an employee, owner, partner, agent, stockholder, director or otherwise, in conjunction with others or on its own account, solicit investment from or otherwise provide business opportunities or management services which conflict with the activities of LOL for a period of 12 months.
2. In addition to any rights or remedies available to LOL for breach of any prohibition contained in this agreement, LOL shall be entitled to enforcement by any remedy or injunction or ancillary relief as well as for damages which may be caused it by said breach, said damages to include, among other things, all reasonable attorney fees incurred in connection with the enforcement of said prohibition.
3. Contractor acknowledges that it has carefully considered the terms of this agreement, and, having done so, agrees that the restrictions set forth herein, including, but not limited to, the time period of the restriction, is fair and reasonable and is reasonably required for the protection of the interests of the LOL.

e. **Remedies.** Each party retains all available remedies at law and in equity to enforce rights against each other for the breach of this clause or any clause of this agreement.

13. **Legal Relief.** In the event Contractor breaches, or threatens to breach any of the covenants expressed herein, the damages to LOL will be difficult to quantify; therefore, LOL may apply to a court of competent jurisdiction for injunctive or other equitable relief to restrain such breach or threat of breach, without disintitling LOL from any other relief in either law or equity. In the event that any or all of the covenants expressed herein shall be determined by a court of competent jurisdiction to be invalid or unenforceable, by reason of its geographic or temporal restrictions being too great, or by reason that the range of activities covered are too great, or for any other reason, such covenants shall be interpreted to extend over the maximum geographic area, period of time, range of activities or other restrictions with respect to which they may be enforceable.

14. **Adherence to Laws.** Contractor agrees that in carrying out its duties and responsibilities under this Agreement, it will neither undertake nor cause, nor permit to be undertaken, any activity which either (i) is illegal under any laws, decrees, rules, or regulations in effect in either Nevada, the United States or any other country in which LOL have a business interest; or (ii) would have the effect of causing LOL to be in violation of any laws, decrees, rules, or regulations in effect in either the United States or any other country in which LOL have a business interest. Contractor agrees to notify LOL immediately of any extortive solicitation, demand, or other request for anything of value, by or on behalf of any entity or individual, relating to the subject matter of this Agreement.

15. **Indemnification.**

- a. **By Contractor.** Contractor shall indemnify and hold harmless LOL, for any loss, damage, claim, injury, or expense, including attorneys' fees, asserted against any of them, by reason of any injury, demand, claim, or suit arising out of: (i) the negligence of Contractor, any of its officers, employees and/or agents, in connection with the Services provided by Contractor; (ii) the willful misconduct and/or unlawful acts of Contractor, any of its officers, employees and/or agents; (iii) any breach by Contractor, any of its officers, employees and/or agent, of this Agreement; and/or (iv) the employment by Contractor of any person, including but not limited to any claim and/or demand by a current or past employee of Contractor, any workman's compensation claim, and/or with respect to any payment, reporting or other obligations of Contractor in its role as an employer *vis-a-vis* its past, present and future employees.

LOL shall notify Contractor promptly in writing of the claim, and provide Contractor with all reasonably necessary assistance, information, and authority to defend and/or to attempt to negotiate a settlement of such claim. Any settlement of such claim by Contractor shall require the prior written consent of LOL, except that Contractor, without the consent of LOL, may enter into any settlement which involves only the payment of money by Contractor, or which requires only Contractor to take some action or refrain from taking some action, and which in no way impairs the ability of LOL to continue to operate, and which does not result in a judgment and/or any finding against, and/or admission by, LOL.

- b. Loss. Any loss, damage, or expense, including attorneys' fees, incurred in connection with any injury, demand, claim, or suit arising out of and/or relating to any activity for Contractor has indemnified LOL under subpart (a) of this Section, to the extent not covered by insurance, shall be deemed an authorized expense, for purposes of the fees paid or to be paid to Contractor pursuant to this Agreement, and Contractor shall pay refund any overpayment made to it as a result of the provisions of this subpart (c), within thirty (30) days of written notice and demand for same by LOL.

16. **Arbitration.** Any controversy or claim arising out of or relating to this agreement or the breach of the agreement will be resolved by arbitration, to the fullest extent permitted by law, pursuant to the provisions of Title 9 of Part III of the California Code of Civil Procedure, commencing at Section 1280 *et seq.* (or any successor or replacement statutes). Arbitration shall be conducted pursuant to the then current JAMS/Endispute Arbitration Rules and Procedures. Contractor and Client shall each bear their own costs for legal representation at any such arbitration, except as otherwise required by law. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction over the award.

17. **Miscellaneous.**

- a. Cooperation. Contractor agrees that at any time and from time to time, upon the request of LOL, to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, documents and instruments as may be required to effect any of the transactions contemplated by this Agreement.
- b. Amendments. This Agreement replaces and supersedes all prior consulting agreements, and any other agreements relating to the subject matter hereof, between the parties to this agreement. No alteration, modification, amendment or other change of this Agreement shall be binding on the parties unless in writing, approved and executed by Contractor and an authorized executive officer of LOL whether by operation of law or otherwise.
- c. Assignment. This Agreement is not assignable by either party, whether by operation of law or otherwise, without the written consent of the other party.
- d. Governing Law. This Agreement shall be governed by and interpreted, construed and enforced in accordance with the laws of the State of Nevada excluding conflicts of laws principles, and both parties further consent to jurisdiction by the state and federal courts sitting in the State of Nevada.
- e. Attorneys' Fees. If any legal action, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court or arbitrator in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
- f. Invalidity. The terms of this Agreement shall be severable so that if any term, clause, or provision hereof shall be deemed invalid or unenforceable for any reason by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the remaining terms, clauses and provisions hereof, the parties intending that if any such term, clause or provision were held to be invalid prior to the execution hereof, they would have executed an agreement containing the remaining terms, clauses and provisions of this Agreement.
- g. Waiver of Breach. The waiver by either party hereto of any breach of the terms and conditions hereof will not be considered a modification of any provision, nor shall such a waiver act to bar the enforcement of any subsequent breach.
- h. Background, Enumerations and Headings. The "Background," enumerations and headings contained in this Agreement are for convenience of reference only and are not intended to have any substantive significance in interpreting this Agreement.
- i. Notices. Any notices required to be given under this agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested.

Mailed notices must be addressed to the parties at the addresses appearing in the introductory paragraph of this agreement, but each party may change the address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of [e.g., the day of receipt or the fifth day after mailing, whichever occurs first].

- j. Entire Agreement and Survival. This Agreement and the provisions described in Sections 10, 11 and 12 hereof shall survive the termination of the Agreement, and this Agreement shall constitute the entire agreement between the parties hereto and supersedes all existing contracts or agreements, written or oral, between the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first written above.

“Contractor”

Name: _____

“LOL”

Live Out Loud, Inc.

By: _____

By: _____
Loral Langemeier, President

Exhibit "A"
Services and Compensation

Contractor agrees to perform the following services and LOL agrees to pay Contractor on the following compensation schedule:

SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor agrees to perform sales strategist services for LOL and thereby sell LOL products and programs to existing LOL customers/clients (based upon leads provided to Contractor by LOL), or to non-LOL customers/clients (based upon leads generated by Contractor on its own). Contractor will determine the method, details, and means of performing the above-described services.

COMPENSATION SCHEDULE FOR CONTRACTOR SERVICES

Compensation & Commission: For the first ninety (90) calendar days of this Agreement, Contractor will receive an 8% commission on all completed sales, with the expectation that during this initial period, Contractor will generate sales in excess of \$75,000.00 (monthly).

For the time period after the first ninety (90) calendar days of this Agreement, Contractor will receive a 10% commission on all completed sales, with the expectation that after the initial 90-day period, Contractor will generate sales in excess of \$100,000.00 (monthly).

In addition to the foregoing, Contractor will receive an additional 5% commission on any completed sales which are completed based upon leads generated by Contractor, rather than those provided to Contractor by LOL.

Commissions will be based upon net amounts resulting from completed sales (i.e., gross sales minus any discounts, chargebacks for the pay period and losses caused by the contractor's dishonesty, willful acts or gross negligence).

Vesting of Commissions: Commissions for a sale will be paid during the contractor invoice period in which the sale occurs, subject to chargebacks that may apply to that same period.

Chargebacks: All commissions are subject to chargebacks for a period of 180 days. If a period of 180 days lapses during which a customer fails to remit payment for the company's services, the Contractor who received a commission for the sale will be charged back the same amount previously paid as commission for that sale. In periods where the monthly commission payment is less than the chargeback amount, a negative commission dollar will be deducted from commission payments until the total negative commission value is reimbursed to LOL. Contractor agrees that if either party terminates this Agreement, LOL may withhold the commissions earned in the final invoice period of the Agreement, for a period of 180 days, in order to make any appropriate deductions for chargebacks applicable to that period.

Live Out Loud; (President) Loral Langemeier

Contractor Name (printed)

Date

Contractor Signature

Exhibit "B"

LIVE OUT LOUD VPN/REMOTE ACCESS POLICY

1.0 Purpose

The purpose of this policy is to provide guidelines for Remote Access/Virtual Private Network (VPN) connections to the Live Out Loud corporate network. These guidelines are designed to minimize the potential exposure to Live Out Loud from damages, which may result from unauthorized use of Live Out Loud resources. Damages include the loss of sensitive or company confidential data, intellectual property, damage to public image, damage to critical Live out Loud internal systems, etc.

2.0 Scope

This policy applies to all Live Out Loud employees, contractors, consultants, temporaries, and other workers including all personnel affiliated with third parties utilizing VPN to access the Live Out Loud network.

3.0 Policy

Approved Live Out Loud employees and authorized third parties (customers, vendors, etc.) may utilize the benefits of VPN, which are a "user managed" service. This means that the user is responsible for selecting an Internet Service Provider (ISP), coordinating installation, installing any required software, and paying associated fees.

- It is the responsibility of employees, consultants/contractors, and vendors with VPN privileges to ensure that unauthorized users are not allowed access to Live Out Loud internal networks.
- All computers connected to Live Out Loud internal networks via VPN or any other technology must use up-to-date anti-virus software that complies with the corporate standard www.symantec.com.
- Users of computers that are not Live Out Loud owned equipment must configure the equipment to comply with Live Out Loud VPN and Network policies. Only Live Out-approved VPN clients may be used.
- By using VPN technology with personal equipment, users must understand that their machines are an extension of Live Out Loud network, and as such are subject to the same rules and regulations that apply to Live Out Loud-owned equipment, i.e., their machines must be configured to comply with Live Out Loud Security Policies.
- Any Live Out Loud software and data installed or loaded onto personal computers will be extracted/uninstalled upon termination of employment.
- At no time should any Live Out Loud employee provide his or her login user name and password to anyone, not even family members.

4.0 Enforcement

Any employee or contractor found to have violated this policy might be subject to disciplinary action, up to and including termination of employment or independent contractor agreement.

I acknowledge receipt of a copy of Live Out Loud Virtual Private Network (VPN) Policy.

Contractor Name (printed)

Date

Contractor Signature