



## SOURCEWAVE, INC. CONTRACTOR AGREEMENT

This Agreement made **DATE**, between SourceWave, Inc. (hereinafter called "Company") and **NAME** (hereinafter called "Contractor"). Whereas, Contractor has been employed by the Company, the parties agree as follows:

1. Effective as of the date of this agreement, the following terms, conditions and requirements will apply at all times to Contractor's employment with the Company, including during Contractor's assignment at the Company's Clients. Company may assign Contractor from time to time to work for Company's Clients on an as-needed basis. Each Client to whom Contractor may be assigned is hereinafter called "Client".
2. **Employment At Will:** Either party may terminate Contractor's employment for any reason, by giving notice to the other, and Contractor's employment shall terminate upon giving of such notice. This agreement is for employment which may be terminated at any time by Company (including at Client's direction) for any reason, with or without cause.
3. Contractor will comply with all rules of Client while on Client's premises.
4. **Employment Restriction:** Contractor shall not accept employment directly or indirectly with, at, for or by Client for a period of 180 days following the termination of Contractor's assigned position with/at Client without the written consent of the Company.
5. **AGREEMENT TO ARBITRATE DISPUTES.** Any dispute or controversy arising out of or related to this Agreement or the breach thereof, or arising out of or related to Contractor's employment or the termination of employment, shall be settled by binding arbitration in accordance with the Rules of the American Arbitration Association in the state where the Contractor is or was employed. Judgment upon any award may be entered in any court having jurisdiction.
6. During Contractor's employment and for a period of six (6) months thereafter, Contractor agrees not to directly or indirectly, either for Contractor or for any other person, firm, company or corporation:
  - a) Call upon, solicit, divert, or take away any of the clients, business or patrons of the Company with which Contractor dealt while an Contractor of the Company;
  - b) Advise, solicit, or encourage any Contractors of the Company to leave its employ or to seek employment elsewhere
7. Contractor agrees to promptly notify the Company of any facts which may involve a conflict of interest with the Company and/or the Client.
8. Contractor must report to the management of SourceWave any injury or accident received on Client Company premises within forty-eight (48) hours of said occurrence.

9. Contractor agrees to submit a completed time card at the end of each week, signed by a Client's supervisor. Contractor understands that failure to submit a completed time card by NOON Friday of the same week will result in a delay of payment of wages, and that Contractor shall be solely responsible for such delay. In addition, Contractor agrees that wages will not be released unless a properly signed time card has reached SourceWave.
10. Contractor will be paid an hourly rate of \$RATE plus, if applicable, an overtime rate according to the rules and regulations applicable to the state the Contractor is employed.
11. If Contractor fails to work on any day or any part thereof, for any reason whatsoever, he/she shall not be entitled to any compensation for that time not worked.
12. You will be eligible to participate in our medical and dental program on the first of the month following 60 days of employment.
13. Upon completing 1000 hours of service you will be eligible to participate in our Paid Time Off program. For the first 500 hours you work after the initial 1,000, you will be awarded 16 hours of paid time off; for the next 500 hours you will be awarded 24 hours of paid time off. You may use the PTO for floating holidays, personal time, vacations or sick time. You are eligible to roll over a maximum of 40 PTO hours in a calendar year.
14. After completing 400 hours of service you will receive 4 hours of regular pay for all SourceWave holidays. You will receive 8 hours of regular pay after you have completed 1000 hours of service. In 2011 these holidays include: Memorial Day, Independence Day, Labor Day, Thanksgiving and the Monday after Christmas.
15. During the course of employment by the Company, Contractor will not disclose any secret or confidential information owned by a third party. Contractor further agrees to inform the Company in writing if anything disclosed by Contractor or by the Company is know or believed to be the subject matter of a Patent or Copyright.
16. Contractor represents and warrants that Contractor is under no obligation or restriction, nor will Contractor assume any such obligation or restriction, which would in any way interfere, be inconsistent or be in conflict with Contractor's employment by the Company and/or position with/at Client.
17. Contractor shall not directly or indirectly loan, solicit, or accept any gift, service, money, entertainment, loan or any other form of compensation from or to Client and/or a third party. Contractor shall not accept any favor or thing of value which could reasonably be interpreted to influence a person's judgment or actions in performing his or her duties on behalf of the Company and/or Client.
18. All ideas, inventions, creations, developments or improvements (collectively "ideas") conceived by Contractor, alone or with others, while employed by the Company, whether or not during working hours, that are within the scope of the Company's or Client's business or that relate to any of the Company's or Client's work of projects, are the exclusive property of the Company or Client, as the case may be. Contractor agrees to assign and does hereby assign and transfer to Company or Client, as the case may be, all of Contractor's right, title, and interest in and to all such ideas, and to any Letters Patent, Copyrights and applications therefore in all countries. Contractor agrees, whenever required by the Company and at the expense of the Company, to execute and deliver all documents and do all things necessary for the Company to establish that all ideas are the exclusive property of the Company or Client. Contractor agrees not to divulge any ideas to anyone and shall keep, maintain and make available to the Company complete and up-to-date written records, including written descriptions and drawings of all ideas.

The previous paragraph of this Agreement does not apply to any invention for which no equipment, supplies, facility, or trade secret information of the Company or Client was used and which was developed entirely on Contractor's own time, and (a) which does not relate to the business of the Company or Client or to the Company's or Client's actual or demonstrably anticipated research or development, or (b) which does not result from any work performed for the Company or Client.

Contractor further agrees that while employed by the Company, all ideas being developed by Contractor shall be identified to the Company promptly upon conceiving such ideas. Upon request by the Company, Contractor will disclose any such idea to the Company (by a full and clear description) for the purpose of determining the Company's rights therein.

19. While employed by the Company, Contractor may have access to and become acquainted with secrets, confidential information and various trade secrets, such as formulas, patterns, ideas, devices, processes, software programs, operating methods, pricing, finances, compilations and documentation, which are owned by the Company or Client or used in the operation of Company's or Client's business. Contractor agrees not to disclose any of these and not to use them in any way, either while employed by the Company or at any time thereafter, except as required in the course of employment by the Company.
20. The original and all copies of all files, records, drawings, specifications, and documents of any nature whatsoever, all equipment and software programs, whether prepared by Contractor or otherwise coming into Contractor's possession while employed by the Company, are and shall remain the exclusive property of the company or client. None of these items can be used or retained by the Contractor except as required in the course of employment by the Company. At the termination of employment or at the request of the Company all of these items in Contractor's possession shall be returned to the Company.
21. Contractor will execute and deliver all such further instruments and documents as may be necessary, in the opinion of the Company, to carry out the purpose of this Agreement.
22. If any provision of this Agreement is held for any reason to be unenforceable, the remainder of the Agreement shall nevertheless remain in full force and effect.
23. Compensation terms are contained in the attached Assignment Information Document.
24. This contains the entire Agreement between the parties and can be changed only in a signed writing. There are no other representatives or agreements between that parties except as stated in this Agreement.

**I HAVE READ THIS AGREEMENT AND UNDERSTAND AND AGREE TO THE ABOVE**

**Compensation rate of \$RATE for the first 40 hours worked in a week.**

SourceWave, Inc    Employee \_\_\_\_\_ (Print Name)

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

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