

INDEPENDENT CONTRACTOR AGREEMENT

CONSULTING AGREEMENT (this "Agreement"), made this date _____ ("Effective Date") between Essay Video LLC, a Connecticut Limited Liability Company ("Company"), having a place of business at 86 Old Highway, Wilton, CT 06897 and _____ <<Independent Contractor Name>>, having a place of business at _____ <<Independent Contractor Address>> ("Independent Contractor").

WHEREAS, the parties recognize and acknowledge that Company is engaged in various Consulting Agreements by and between Company and their clients. Pursuant to these Consulting Agreements, Company is engaged to perform certain services for their clients in connection with ongoing projects.

WHEREAS, the parties hereto recognize and acknowledge that Company desires to obtain the professional experience, ability and services of the Independent Contractor, to provide Independent Contractor's services (the "Services"), and the Independent Contractor is willing to provide such services as an independent contractor under the terms and conditions set forth herein; and

WHEREAS, it is the desire of Company and Independent Contractor to enter into this agreement for the purpose of codifying their respective responsibilities, rights and obligations with regard to various short term projects.

1. Contractor's Obligations. Independent Contractor shall, perform the Services to be determined on a project by project basis and shall include the following:
 - a. Provide the Services, as described, for the Events to be held at the agreed upon venues.
 - b. In performing the services, Independent Contractor shall report to Company (or its successors) for all matters in connection with the performance of the Services.
 - c. Independent Contractor acknowledges and agrees that they are committed to conduct the activities and performance of this Agreement and the Services ethically and in compliance with all applicable foreign, federal, state and local laws and regulations. This includes laws against commercial bribery, payments to government officials and money laundering.
 - d. Independent Contractor acknowledges and recognizes that time is of the essence in the performance of the Services.
 - e. It is agreed that Contractor's commercially reasonable efforts shall be used to perform the Services under this Agreement in a manner satisfying high professional standards. Contractor shall not perform on behalf of Company any services or activities not set forth in this Agreement without the prior written permission of Company.
 - f. Contractor shall be responsible for, or in any manner liable for the safety, security or condition of tools, props, equipment, supplies, etc., used in the performance of the Services at the Events
 - g. Independent Contractor understands that Company is engaging them as an independent contractor. This agreement is not intended to create any partnership, joint venture, co-ownership, agency, or employment relationship between Independent Contractor and Company. Company will not act for you as your agent or make commitments for Independent Contractor or on their behalf.

2. Company's Obligations.
 - a. Company acknowledges and agrees that they are committed to conduct their activities and performance of this Agreement ethically and in compliance with all

applicable foreign, federal, state and local laws and regulations. This includes laws against commercial bribery, payments to government officials and money laundering.

- b. Company shall pay Contractor the amount agreed upon per Event as outlined in written communication within 30 days of receipt by Company of the Contractor invoice. The invoice must include the dates and times worked onsite as well as the name of the event.
- c. Contractor must submit all invoices to accounting@essayvideo.com for payment.
- d. Payment will not be made until an invoice has been received from the independent contractor.

3. Termination:

- a. If Independent Contractor fails to fulfill or perform its obligations under this Agreement (including but not limited to the Services) in a timely and proper manner and such failure to fulfill or perform its obligation under this Agreement are not the result of Company's or any of Company's employees' failure to perform its obligations in a timely manner under this Agreement, or if Independent Contractor shall violate any material terms of this Agreement and such violation is not the result of Company's or Company's employees' violation of any material terms of this Agreement, Company may notify Independent Contractor of such default. If such default may be remedied, Independent Contractor shall provide to Company a plan to remedy such default within one (1) days of receipt of Company's notification of default. If such remedy does not meet reasonable commercial standards or are not reasonably acceptable to Company, Company shall have the right to immediately terminate this Agreement.
- b. Company may terminate this Agreement at any time for any reason upon five (5) days' prior written notice to the Independent Contractor. Upon receipt of such notice, Independent Contractor shall cease performing the Services.

4. WARRANTIES: Contractor represents and warrants to Producer as follows:

- a. Contractor is fully authorized to enter into and perform its obligations under this Agreement.
- b. Exploitation of the Results and Proceeds by Company in any manner throughout the world, in perpetuity will not infringe on any rights of any third party including, but not limited to, copyright, trademark, unfair competition, contract, defamation, and privacy or publicity rights.

5. SURVIVING OBLIGATIONS: The parties' representations, warranties and indemnity shall remain in effect following the termination or expiration of this Agreement.

6. ASSIGNMENT: Contractor may not assign this Agreement or any of its obligations to any third party, it being understood that Contractor's services are unique and non-fungible in nature. Company may freely assign this Agreement to any party.

7. Force Majeure. Neither party shall be liable to the other in the event of a force majeure including, but not limited to, strike, equipment failure, change in law, fire, earthquake, or any other cause which is beyond a party's reasonable control ("Force Majeure").

Company shall have the right, but not the obligation, to terminate this Agreement without any further obligation to Contractor in the event of a force majeure which lasts for a period of ten (10) consecutive days or fifteen (15) days in aggregate.

8. No Implied Waiver: No failure or delay in exercising any right or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right or privilege.
9. No Violation of Law: If any provision of this Agreement shall be deemed invalid or unenforceable as written, it shall be construed, to the greatest extent possible, in a manner which shall render it valid and enforceable.
10. Independent Contractor: Contractor acknowledges and agrees that Contractor is an independent contractor and that Contractor's employees and agents, if any, are not employees or agents of Company for any purpose including, but not limited to, federal, state or local withholding or employer taxation obligations. Contractor shall assume responsibility for obtaining workers compensation insurance and all other required insurance and coverage for its employees and agents. Additionally, Company and Contractor do not have, nor does this Agreement create any partnership, employer-employee, principal -agent or any other fiduciary relationship between them.
11. Paragraph Headings: Paragraph headings contained in this Agreement are for convenience and shall not be considered for any purpose in construing this Agreement.
12. Non-Union Agreement: Contractor's services hereunder are being rendered pursuant to this non-union agreement. The parties acknowledge and agree that this Agreement, Contractor's services and the Results and Proceeds shall not be subject to the terms of any collective bargaining agreement. Contractor further acknowledges that Producer is not a signatory to any collective bargaining agreement.
13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, disregarding any rules relating to the choice or conflict of laws. It is the express understanding of the parties to this Agreement that the municipality in which the Events take place, its governing authorities and agencies shall have exclusive control and final authority over any and all issues related to noise, traffic, fire code, health, safety, welfare, occupancy, etc. and that their decisions shall be final.
14. Confidential Information. Both parties acknowledge that they may have access to certain confidential data not generally known about the other party's business or information that is required to be maintained as confidential on behalf of a third party, such as certain sales information, marketing strategies, market forecasts, budgets, contracts, schedules, creative concepts and other trade secret information (collectively, the "Confidential Information"). Confidential Information constitutes valuable and unique assets of the respective parties' businesses. Each party agrees that it will not disclose, and will direct its employees not to disclose, any Confidential Information or furnish copies of any written materials relating to the Confidential Information to any other person, firm or entity, except to the extent that disclosure may be required by this Agreement or by law. If the disclosure of Confidential Information is required by law, each party agrees to give the other reasonable notice prior to disclosure so that it has an opportunity to obtain a protective order. Each party further agrees that it will not use the Confidential Information for its own benefit or for the benefit of any other firm or business with which it may be associated. Immediately following termination of this Agreement for any reason whatsoever, each party will return all Confidential Information in its possession. The term "Confidential Information" does not include any information that (i) was lawfully in the non-disclosing party's possession prior to any disclosure by the

disclosing party, (ii) is independently developed by the non-disclosing party, so long as such party can establish such independent development by appropriate documentation or (iii) is or becomes generally available to the public other than as a result of disclosure in violation of this Agreement. The parties agree that the creative presentations prepared pursuant to this Agreement shall be "works made for hire" and shall constitute the property of Company.

15. Intellectual Property. Contractor agrees that (a) nothing in this Agreement is intended to convey any ownership or other rights in the trademarks, service marks, copyrights or other intellectual property rights of Company, (b) ownership of all such Company Trademarks shall remain the property of Company, and (c) Contractor will not use any Company Trademarks under any circumstances without the prior consent of Company. Company agrees that (a) nothing in this Agreement is intended to convey any ownership or other rights in the trademarks, service marks, copyrights or other intellectual property rights of Contractor ("Contractor Trademarks"), (b) ownership of all such Contractor Trademarks shall remain the property of Contractor, and (c) Company will not use any Contractor Trademarks under any circumstances without the prior consent of Contractor. Any creative presentation by Contractor to Company is considered intellectual property.
16. Indemnification; Insurance. Each party hereto hereby agrees to indemnify, defend, save and hold harmless the directors, officers, members, agents and employees of the each other party and its divisions and affiliated companies from and against any and all claims, demands, damages, suits and liabilities, of any kind or character, and costs and expenses in connection therewith, including, without limitation, reasonable attorneys' fees which they may suffer or sustain or to which they may become subject as a result of (i) the negligent or willful act of omission of the indemnifying party or its respective employees, contractors, subcontractors, licensees and invitees, (ii) the breach by the indemnifying party of any provision of this Agreement, or (iii) the inaccuracy, as of the time made, of any representation or warranty of the indemnifying party set forth in this Agreement, except to the extent arising out of the gross negligence or willful misconduct of the non-indemnifying party.

ESSAY VIDEO LLC.

INDEPENDENT CONTRACTOR

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____