

Independent Contractor Agreement

In consideration of employment as an independent contractor of the Contractor by the Company, and the agreement by the Company to pay the Contractor under the following terms and conditions, this Agreement is made between Geeks Mobile USA, LLC (the "Company"), a Massachusetts limited liability company with a principal office at 30 Dane Street, Suite D, Somerville, Massachusetts, and the Contractor.

- 1. Confidential Information.** The Contractor acknowledges that, in order for him or her to perform his or her duties properly, the Company must necessarily entrust the Contractor with certain trade secrets and confidential business information (the "Confidential Information"). The Confidential Information includes, but is not limited to, source code, object code, operational and functional features and limitations of the Company's software, the Company's research and development plans and activities, the prices, terms and conditions of the Company's contracts with its customers, the identities, needs and requirements of the Company's customers, the Company's pricing policies and price lists, the Company's business plans and strategies, the Company's marketing plans and strategies, personnel information, and financial information regarding the Company. The Contractor further acknowledges that the development or acquisition of such Confidential Information is the result of great effort and expense by the Company, that the Confidential Information is critical to the survival and success of the Company, and that the unauthorized disclosure or use of the Confidential Information would cause the Company irreparable harm.
- 2. Nondisclosure of Confidential Information.** The Contractor agrees that, during the term of his or her contract with the Company and thereafter, he or she will not disclose the Confidential Information or use it in any way, except on behalf of the Company, whether or not such Confidential Information is produced by the Contractor's own efforts. The Contractor further agrees, upon termination of his or her employment, promptly to deliver to the Company all Confidential Information, whether or not such Confidential Information was produced by the Contractor's own efforts, and to refrain from making, retaining or distributing copies thereof.
- 3. Payment.** The Contractor agrees that the occurrence of the following event is a condition precedent to any and all payment by the Company to the Contractor under this Agreement: full payment by the customer to the Company.
- 4. Non-Solicitation.** The right to any and all payment to the Contractor from the Company is expressly conditional on the Contractor's non-solicitation of Company clients.
- 5. Indemnification.** The Contractor will indemnify and hold harmless the Company, its managers, officers, employees and agents, and defend any action, claim, demand, cause of action, debt or liability, arising from (i) a breach of any the Contractor's representations, warranties, or provisions of this Agreement or (ii) the Contractor's negligence or willful misconduct.
- 6. Warranty.** The Contractor warrants that: (a) he or she has the power and authority to enter into and perform its obligations under this Agreement, (b) his or her services shall be performed in a workmanlike manner, (c) that for the period of the contract, the services provided will adhere to this agreement and to Company's reasonable expectations
- 7. Return of Company Property.** The Contractor agrees, upon termination of his or her contractor agreement, to promptly to deliver to the Company all files, books, documents, computer disks or tapes, and other property prepared by or on behalf of the Company or purchased with Company funds and to refrain from making, retaining or distributing copies thereof.
- 8. Compliance with Other Agreements.** The Contractor represents and warrants to the Company that the execution of this Agreement by him or her, his or her performance of his or her obligations hereunder, and his or her employment by the

Company will not, with or without the giving of notice or the passage of time, conflict with, result in the breach or termination of, or constitute default under, any agreement to which the Contractor is a party or by which the Contractor is or may be bound.

9. **Independent Contractor.** The Contractor agrees that he or she is an independent contractor. This Agreement does not create an obligation on the part of the Company or any other person to continue the employment of the Contractor.
10. **Waivers.** The waiver by the Company or the Contractor of any action, right or condition in this Agreement, or of any breach of a provision of this Agreement, shall not constitute a waiver of any other occurrences of the same event.
11. **Survival; Binding Effect.** This Agreement shall survive the termination of the Contractor's employment with the Company regardless of the manner of such termination, and shall be binding upon the Contractor and his or her heirs, executors and administrators.
12. **Severability.** The covenants of this Agreement are intended to be separable, and the expressions used therein are intended to refer to divisible entities. Accordingly, the invalidity of all or any part of any paragraph of this Agreement shall not render invalid the remainder of this Agreement or of such paragraph. If, in any judicial proceeding, any provision of this Agreement is found to be so broad as to be unenforceable, it is hereby agreed that such provision shall be interpreted to be only so broad as to be enforceable.
13. **Governing Law.** This Agreement shall be deemed to have been made in Massachusetts and shall be governed by and construed in accordance with the substantive law of Massachusetts, without regard to its conflict-of-laws provisions. The Contractor agrees to pay all legal costs and fees for any claim by or against Company arising under or relating to this Agreement.
14. **Venue and Jurisdiction.** The Contractor agrees that the exclusive jurisdictions for claims arising under or in connection with this Agreement, whether in Contract or in Tort, shall be in the Somerville District Court or the Middlesex County Superior Court of the Commonwealth of Massachusetts.
15. **Duplicates.** A photocopy, facsimile, or electronic reproduction of this Agreement shall be valid as the original.
16. **Entire Agreement; Amendments.** This Agreement constitutes the entire understanding of the parties with respect to its subject matter, supersedes any prior communication or understanding with respect thereto, and no modification or waiver of any provision hereof shall be valid unless made in writing and signed by the parties.
17. **Assent.** This agreement shall be agreed to by the Contractor's submission of the Technician Application through the Company's website.
18. **Understanding of Agreement.** THE CONTRACTOR STATES THAT HE OR SHE HAS HAD A REASONABLE PERIOD SUFFICIENT TO STUDY, UNDERSTAND AND CONSIDER THIS AGREEMENT, THAT HE OR SHE HAS HAD AN OPPORTUNITY TO CONSULT WITH COUNSEL OF HIS OR HER CHOICE, THAT HE OR SHE HAS READ THIS AGREEMENT AND UNDERSTANDS ALL OF ITS TERMS, THAT HE OR SHE IS ENTERING INTO THIS AGREEMENT KNOWINGLY AND VOLUNTARILY, AND THAT IN DOING SO HE OR SHE IS NOT RELYING UPON ANY STATEMENTS OR REPRESENTATIONS BY THE COMPANY OR ITS AGENTS.