

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made and entered into this ____ day of _____, 20____ by and between J. Hammock & Associates, LLC, a Washington State Limited Liability Company (the "Company") and _____ (the "Contractor").

RECITALS

The Company is engaged in the business of helping people set up sideline businesses. ("Services").

Contractor desires to promote the Services of Company upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto to the other, it is agreed as follows:

AGREEMENT

1. Provision of Services.

Contractor agrees to and shall solicit sales of Company's Services.

2. Remuneration.

The Company shall pay the Contractor as its sole compensation, a commission which may change from time to time.

3. Sale Price of Services. The Company shall determine all prices and terms of sale for its Services. The Company will notify Contractor of price changes.

4. Company's Assistance to Contractor. The Company shall supply the Contractor with appropriate marketing materials which shall be reasonably necessary to assist the Contractor in making and promoting sales of Services.

5. Warranties. The Contractor shall not make any warranties with respect to the Services of the Company. Any warranties to be made by the Company shall be reflected in its acceptance, invoice or other contract forms.

6. Relationship of Parties. Contractor is and at all times shall be an independent contractor of the Company and not a partner or employee of the Company. Contractor shall represent itself to all Customers and all other persons only as an

independent contractor and not as an agent or partner of Company. Remuneration to Contractor shall not be subject to withholding or other employment taxes as required for compensation paid to employees. Contractor shall timely file all required United States federal, state and local income, self-employment, unemployment and other tax, labor, information and all other returns and shall pay when due all taxes on account of its remuneration hereunder. The provisions of the preceding sentence shall survive the termination of this Agreement.

7. Expenses. Contractor shall be responsible for and shall pay, and hereby indemnifies Company against, all expenses incurred in connection with soliciting the sale of the Services.

8. Applicable Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Washington, U.S.A.

9. Term. The term of This Agreement shall be one year.

10. Entire Agreement. This Agreement sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations and warranties, whether oral or written (together the "Prior Communications") of any party to this Agreement and no party to this Agreement may rely or shall be deemed to have relied upon any Prior Communications.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day, month and year first above written.

J. Hammock &
Associates, LLC

Name: Scott See

Signature: _____

Contractor

Name: _____

Signature: _____

Date: _____