

Independent Contractor's Agreement

Date 4 December 2010

Dear Contractor's Full Name Must Be Printed Here

The following will outline our agreement and summarize the terms of the arrangement that we have discussed.

You have been retained by KDAD as an independent contractor for the project of Job Description Entered Here. As a recognized expert in the field, you will be a critical member of our team.

You will be responsible for successfully completing the above-described project according to specifications and within the then current policy guidelines of KDAD, Innovative and its affiliates, subsidiaries and third party relationships (Specifications and Guidelines).

The project will commence on _____, and your portion of the initial project is to be completed by _____ at a cost not to exceed \$ _____ (\$ _____/hour * _____ hours/week * _____ work weeks). You shall work no less than _____ hours per calendar week on our project; however, we may terminate the project and/or this agreement at any time and for any reason such as you not making sufficient progress, you disrupting the project in some manner or you not abiding by the Specifications and Guidelines. If the you are terminated early, you will be paid for any work we approve, and which you complete and submit prior to termination date.

You will invoice us for your services rendered at the end of each work week in accordance with oDesk requirements and the Specifications and Guidelines. In the event of a conflict between oDesk requirements and the Specifications and Guidelines, the terms of the Specifications and Guidelines shall apply and be followed. However, you will record your time worked on a daily basis, and that time reported will reflect your daily submittals that are described below.

However, You authorize oDesk to withhold payment if we timely notify oDesk during the 4 days following the close of a weekly invoice period that (i) we dispute the hours billed, or (ii) you have not been timely submitting your reports and/or software code. You authorize oDesk to withhold payment for those hours or days for which we provide proof, to oDesk's satisfaction, that you did not work the hours billed or did not make the requisite daily submission of reports and/or software code. It will be our responsibility to review the Work Diary and Time Log of every Contract on a weekly basis and to file any disputes on a timely basis. Disputes can only address the hours billed or untimely submission of daily reports and/or software code, not the quality of the work performed or deliverables.

We will not deduct or withhold any taxes, FICA or other deductions that we are legally required to take from the pay of regular employees, and you will be responsible for all applicable taxes, fees and deductions. As an independent contractor, you will not be entitled to any fringe

benefits, such as unemployment insurance, medical insurance, pension plans or other such benefits that would be offered to regular employees.

During this project, you may be in contact with or directly working with proprietary information that is important to our company and its competitive position. All information must be treated with strict confidence and may not be used at any time or in any manner in work you may do with others in our industry. Additionally, you agree to abide by the terms of our mutual Nondisclosure Agreement which is in place.

Additionally, you agree to:

1. Agile: Conduct the project in accordance with Agile methodologies.
2. Expertise and Guidance: Provide us with any and all expertise and guidance based upon your expertise that would make our company and its products better.
3. Submittals: Submit all work (completed or not) on a daily or more frequent basis to [johndavid.douglas@kdadtrust.com](mailto: johndavid.douglas@kdadtrust.com) with a copy sent to [angie.segura@kdadtrust.com](mailto: angie.segura@kdadtrust.com). Bill only for the work that has been successfully submitted in accordance with the Specifications and Guidelines.
4. Documentation: Document all work thoroughly and accurately.
5. Accuracy: Accurately and timely perform all work and report all times on a daily basis.
6. Team Meeting: We will be conducting a team meeting in India at a location to be determined. You will attend and participate in the meeting.

As discussed, our current plans are to move the most talented workers into a long-term contractual relationship (1 to 2 years). This decision will be based upon business circumstances and team members performance, attitude, enthusiasms and team spirit.

If you agree to the above terms, please sign and return one copy of this letter for our records. We will return a signed copy for your files.

Agreed:

Independent Contractor _____ Date _____

Printed Name: _____

Country Identification: _____

Contractor must attach a copy of such identification.

Company Representative _____ Date _____

John David Douglas, President