

## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2010 (“Effective Date”) by and between Blackbook702, LLC, a Nevada limited liability company with headquarters at 5564 South Fort Apache Road, Suite 100, Las Vegas, NV 89148 (“Blackbook702”) and the following individual and, as applicable, entity (“Contractor”):

CONTRACTOR INFORMATION			
First	M.I.	Last	
Company Name (if applicable)	Type (e.g., corporation, LLC)	State of incorporation	Title
Street Address			Apt./Unit #
City	State	Postal Code	
Home Phone	Mobile Phone	Work Phone	
Social Security Number	Drivers License State/Number	EIN (if applicable)	

In consideration of the covenants, representations, and warranties set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Blackbook and Contractor (each a “Party” and together the “Parties”) hereby agree to the terms and conditions attached and incorporated herein by this references as **Exhibit A** and as follows:

EACH PARTY UNDERSTANDS THAT THIS AGREEMENT SETS FORTH IMPORTANT RIGHTS AND LIABILITIES THAT IMPOSE SUBSTANTIAL OBLIGATIONS, RESPONSIBILITIES AND COVENANTS UPON EACH PARTY. WHILE EACH PARTY HEREBY COVENANTS, REPRESENTS AND WARRANTS THAT SUCH PARTY HAS FULLY READ AND HAS FULLY UNDERSTOOD THE NATURE, SPIRIT AND SCOPE OF THIS AGREEMENT, EACH PARTY ALSO UNDERSTANDS THAT IT IS IMPORTANT TO SEEK THE ADVICE OF LEGAL COUNSEL WHEN ENTERING INTO SUCH AN AGREEMENT AND EACH PARTY HAS TAKEN THE OPPORTUNITY TO EVALUATE THE NEED FOR LEGAL COUNSEL, AND HAVE EITHER OBTAINED LEGAL COUNSEL'S ADVICE WITH RESPECT TO THIS AGREEMENT OR HAVE DETERMINED, IN SUCH PARTY'S OWN BEST INTEREST, THAT IT IS UNNECESSARY TO TAKE THE TIME TO OBTAIN SUCH LEGAL COUNSEL'S ADVICE.

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement on the date identified below and represent that the undersigned has the authority to legally bind the respective individual and/or entity.

CONTRACTOR (individual):  _____  Signature: _____ Date: _____	CONTRACTOR (entity, if app.):  _____, a(n) _____  Signature: _____ Name: _____ Title: _____ Date: _____	BLACKBOOK:  BLACKBOOK 702, LLC, a Nevada limited liability company  Signature: _____ Name: _____ Title: _____ Date: _____
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## EXHIBIT A

### INDEPENDENT CONTRACTOR AGREEMENT TERMS AND CONDITIONS

1. **Definitions and Interpretations.** Certain terms used herein shall have the meaning ascribed to such terms as set forth below

"Blackbook Intellectual Property" shall mean all Intellectual Property owned, held, licensed, possessed or used by Blackbook, including, without limitation, the Marks and any other Work Product.

"Blackbook Products" shall mean clothing, and/or any other item, product or good capable of embodying any Work Product and any product or good associated with the Blackbook Services.

"Blackbook Property" shall mean all physical and intangible property owned, held, licensed, leased, possessed, or used by Blackbook, including, without limitation, Work Product, Blackbook Intellectual Property, offices, facilities, Confidential Information, Content (in any Media), devices, diskettes, tapes, keys, access cards, credit cards, identification cards, computers, fax machines and/or other property of Blackbook.

"Blackbook Services" shall mean advertising, event and/or personnel promotion and related services, including, without limitation, scheduling contractors, models, celebrities, and/or other individuals to attend events or participate in other promotional activities through a variety of Media.

"Claim" shall mean any demand, complaint, request for redress, assertion of a cause of action or other claim whatsoever.

"Confidential Information" shall mean all the Content relating to, used in or arising out of Blackbook's business, finances or other operations and held by, owned, licensed, or otherwise possessed by Blackbook (whether held by, owned, licensed, possessed or otherwise existing in, on or about Blackbook's (or Blackbook's clients or Representatives') premises or Contractor's offices, residence(s) or facilities and regardless of how such Content came into being, as well as regardless of who created, generated or gathered the Content), including, without limitation, all Content contained in, embodied in (in any Media whatsoever) or relating to Blackbook's inventions, ideas, creations, works of authorship, works of visual art, business documents, Contracts, licenses, business and non-business relationships, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, supplier and customer lists and data, sales data, cost data, profit data, strategic planning data, financial planning data, designs, logos, motifs, proposed trademarks or service marks, test results, product or service literature, product or service concepts, manufacturing or sales techniques, process data, specification data, know how, show how, software, databases, research and development information and data.

"Content" shall mean all material, information, manuals, teaching materials, creative works, sketches, drawings, prints, charts, reports, records, documents, matter, text, software, data, graphics, computer-generated displays and interfaces, images, photographs and works of whatsoever nature, including, without limitation, all compilations of the foregoing and all results and/or derivations of the expression of the foregoing.

"Contract" shall mean all agreements, contracts, understandings, undertakings, obligations, and other documents or matters where there is or was an agreement to be bound.

"Contractor Likeness" shall mean the Contractor's image, name (including, without limitation, pseudo-name), biography, impression, voice, form, or other likeness.

"Develop" shall mean develop, conceive, discover, reduce to practice, create, or otherwise arise out of a Person's efforts in any manner whatsoever and through any means whether now known or hereafter developed.

"Disclose" shall mean disclose, disseminate, transmit, publish, distribute, make available or otherwise convey.

"Exploit" shall mean to use, make, sell, or otherwise exploit in any manner whatsoever (through any means now known or hereafter Developed).

"Intellectual Property" shall mean all foreign, federal, state and common law trademarks, service marks, domain names, Internet path names and addresses of whatsoever nature, trade dress, copyrights, know-how, show-how, patents, inventions (whether or not patentable), mask works, software, proprietary data, customer lists, strategic plans, financial data, trade secrets, all other intangible assets of whatsoever nature and all applications for registration and/or issuance with respect to all the foregoing and whether or not any of the foregoing is registerable or patentable, including, without limitation, with respect to all of the foregoing: (a) all goodwill associated with any and all of the foregoing; (b) all parents, continuations, continuations in part, divisional, reissues and extensions; and (c) all moral rights associated with any and all of the foregoing.

"Losses" shall mean any and all costs, expenses, fees (including, without limitation, attorneys', accountants', investigators', witnesses' and professionals' fees), charges, expenditures, liabilities, damages and other losses of whatsoever nature.

"Marks" shall mean the marks BLACKBOOK, BLACKBOOK702, WHO'S IN YOURS and any designs and variants thereto in association with any Blackbook Service or Blackbook Product.

"Media" shall mean any medium of expression or medium in or through which Content may be embodied or Disclosed (whether tangible or intangible, fixed or unfixed), including, but not limited to, a natural person, print, document-based medium, ceramic, glass, cloth, telephone, television, facsimile, telex, telephony, radio, satellite, cable, wire, computer-based network, network, magnetic means, optical means, electronic means, laser means, Internet, intranet, software, compact and laser disc, digital video displays, video cassettes, and multi-media and any other method (now known or hereafter Developed) for the publication, retention, conveyance, possession or holding of Content.

"Person" shall mean any natural person, corporation, limited liability company, limited partnership, partnership trust, association, organization or other entity of whatsoever nature.

"Representatives" shall mean shareholders, directors, officers, strategic advisors, employees, agents, representatives, attorneys, and accountants either holding equity in, retained by, employed by, commissioned by or otherwise controlled by a subject Person.

"Right" shall mean all right, title and interest, including, without limitation, all Intellectual Property right, title and interest.

"Section" shall mean an enumerated provision of this Agreement.

"Trade Secrets" shall mean all methodologies (subject to same being the subject of an issued patent), pricing strategies, marketing approaches and other Confidential Information that Blackbook reasonably informs (whether orally or in writing) the Contractor from time

to time is a trade secret, as well as other Confidential Information reasonably the subject of trade secret protection under relevant and applicable state statutes (including, without limitation, the Uniform Trade Secrets Act as enacted in Nevada).

"Transfer" shall mean assign, convey and otherwise transfer.

"Work Product" shall mean all Content Developed pursuant to or related to this Agreement, whether in whole or in part by Contractor, whether or not copyrightable or otherwise protected.

2. **Services.** Contractor shall provide the following services to Blackbook, as requested by Blackbook ("Services"): (a) attend various events and perform various hosting and/or promotional activities reasonably designated by Blackbook in a professional manner at various events designated by Blackbook ("Event"), (b) comply with any additional terms and conditions designated by Blackbook related to any Event, which may be identified on the confirmation and booking form designated for such Event by Blackbook similar to that set forth on **Schedule 1** ("Confirmation Form"), including, without limitation, timely attendance at the location designated for such Event, to bring and return (in same or better condition and within five days after any Event) the props or other items designated by Blackbook for such Event, and/or wear and return (in same or better condition and within five days after any Event) any costumes designated by Blackbook for such Event; provided, however, that the terms and conditions on this Exhibit A shall take precedence over any conflicting terms and conditions set forth in any Confirmation Form; (c) provide feedback and reports regarding such Events on a periodic basis; and (d) perform other services related to Blackbook's business as reasonably requested by Blackbook.

3. **Go See Meetings.** From time to time, a Blackbook customer may be interested in meeting with Blackbook and Contractor to evaluate whether such customer would like Contractor to participate in a specific Event ("Go See Meeting"). Contractor **IS**  **IS NOT**  **(initials)** interested in being available for such Go See Meetings. Contractor covenants and represents that participation in Go See Meetings is voluntary and Blackbook shall not be obligated to pay Contractor for attendance at such Go See Meetings; provided, however, that if Contractor selects that Contractor IS interested in being available for such Go See Meetings, Blackbook shall have the right, in addition to all other rights and remedies, to offset or deduct one hundred dollars (\$100) for any cancellation or no-show.

4. **Likeness.** Contractor hereby consents and grants to Blackbook and Blackbook's Representatives the perpetual right, permission and authority to use, publish, modify, change, distribute, display, and/or otherwise Exploit worldwide (in whole or in part, severally or in conjunction with other Content) the Contractor Likeness (including, without limitation, any Content with Contractor Likeness provided by Contractor in anticipation of this Agreement) in any manner (including, without limitation, brochures, advertisements, or other promotional or marketing Content) in and through any Media whatsoever relating to, associated with, or arising from the Services or any Blackbook Service, including, without limitation, in connection with any Event, Blackbook shall have the right to record, produce, reproduce, enlarge, broadcast, use, distribute and exhibit in any manner and by any art, device, or method, now known or hereafter devised through any Media, Contractor Likeness.

5. **Payment.** Subject to the other terms and conditions of this Agreement, Blackbook shall pay Contractor the per Event rate as designated on the applicable Confirmation Form (or as otherwise reasonably designated by Blackbook from time to time) by the fifteenth (15<sup>th</sup>) day of the respective month following the applicable payment period; provided, however, that in addition to all other rights and remedies available to Blackbook, Blackbook shall have the right to offset, deduct, or require Contractor to pay Blackbook: (a) one hundred dollars (\$100) for any cancellation by Contractor within twenty-four (24) hours of the respective Event (or longer period as designated on the respective Confirmation Form) or no show by the Contractor and/or (b) a repair or replacement fee in the event any costume, prop, or other item is not returned to Blackbook within five (5) days after the respective Event in the same or better condition; provided further, however, that Blackbook shall not be required to pay Contractor for any participation in any Go See Meetings. Nothing in this Agreement shall obligate Blackbook to pay any Losses incurred by or on behalf of Contractor to render the Services, including, without limitation, any expenses relating to or arising from the materials used by Contractor to render the Services. Contractor shall be solely responsible for payment of all taxes, as well as expenses for obtaining any governmental authority approvals, on any transactions set forth herein or undertaken by any Party, including, without limitation, taxes, duties, or expenses imposed by any governmental authority for the delivery and/or payments set forth in this Agreement. Payments shall be made payable by credit card, wire transfer, check or other payment means designated by Blackbook.

6. **Termination.** This Agreement may be terminated by either Party, for any or no reason, by providing at least seven (7) days prior written notice to the other Party; provided, however, that Blackbook shall have the right to any and all remedies available at law or equity available to Blackbook, including, without limitation, the right to terminate this Agreement upon notice, in the event Contractor materially breaches this Agreement.

7. **Contractor Covenants, Representations and Warranties.** Contractor covenants, represents and warrants the following: (a) Contractor is at least eighteen (18) years of age and has full and unrestricted power and authority, corporate or otherwise, to execute, deliver and perform this Agreement and other instruments and documents required or contemplated herein; (b) Contractor has sufficient resources to perform the obligations set forth in this Agreement, including, without limitation, performing the Services and to procure alternative capability in the event that Contractor's primary resources in performing the Services change in such a manner that such primary resources would reasonably be unable to fulfill Contractor's obligations pursuant to this Agreement; (c) neither the execution and delivery of this Agreement or any document, agreement or instrument required or contemplated herein, nor the consummation of the transactions contemplated herein or therein shall constitute a violation of, or default under, or conflict with, any term or provision of any commitment, indenture, lease or other Contract to which Contractor is a party or by which Contractor is bound; (d) Contractor shall comply with all laws of all relevant, applicable governmental authorities in the conduct of Contractor's activities pursuant to, and arising from, this Agreement, including, without limitation, that Contractor holds and maintains all permits, licenses, and/or other regulatory requirements necessary to provide the Services; (e) Contractor shall not conjoin the Blackbook Intellectual Property with any name, service mark, trade name or trademark whatsoever; (f) Contractor shall not undertake any act or fail to act in any manner which may disparage, diminish, dilute, damage or endanger Blackbook or any Right of Blackbook or allow any third Person to do so; (g) Contractor

shall not delegate any of Contractor's duties and/or obligations herein to any third Person; and (h) Contractor shall not contact, attempt to contact, or provide any of Contractor's personal contact information (including, without limitation, any phone number, address, e-mail address) to any Person at or related to any Event (including, without limitation, any exhibitor or customer of Blackbook).

8. **Independent Contractor.** The Parties intend that the relationship between them created under this Agreement is that of an independent contractor only. Contractor shall not be considered an agent or employee of Blackbook for any purpose, and Blackbook is interested only in the results obtained under this Agreement; the manner and means of performing the services are subject to Contractor's sole control.

9. **Ownership and Work Made for Hire.** Notwithstanding any other provision in this Agreement, Contractor covenants, represents and warrants the following: (a) Blackbook owns the exclusive Right in and to the Confidential Information, including, without limitation, all Intellectual Property embodied in, relating to, based upon or arising from Confidential Information; (b) all Work Product arising from all Services performed pursuant to, or arising out of this Agreement, or previously conceived in anticipation of work to be performed in regard to Blackbook's engagement of Contractor, shall be deemed "work made for hire" as defined in the copyright laws of the United States of America (17 U.S.C. §101 et seq.) and Blackbook shall own all Right in and to the Work Product, including, without limitation, all copyrights; (c) to the extent that Contractor is deemed to have or retain any Right or otherwise possess any Right in and to any Blackbook Intellectual Property, Contractor hereby Transfers all such Right to Blackbook; (d) any Content provided by Contractor to Blackbook (including, without limitation, any photographs with Contractor Likeness provided to Blackbook) does not and shall not infringe, misappropriate, or otherwise violate any Right of any third Person; (e) Contractor shall execute all documents and undertake all actions necessary to effect the clarification of ownership of all Blackbook Intellectual Property in and to Blackbook and to allow Blackbook to apply for registrations of the Blackbook Intellectual Property and/or issuances of patents, as well as maintain any registrations or issuances gained; and (f) Contractor hereby waives and releases any Claim of infringement of any Right of Contractor (whether based in any Intellectual Property Right, other proprietary interest whatsoever or applicable fiduciary theory) in, to or respecting any Confidential Information and/or Blackbook Intellectual Property (including, without limitation, any Claim based on any Contractor's rights in any Work Product which may be construed as "works of visual art" as defined in the Visual Arts Rights Act of 1990, 17 U.S.C. 106A) and shall never challenge nor dispute Blackbook's Right in and to Confidential Information and/or Blackbook Intellectual Property.

10. **Non-Competition/Non-Solicitation.** Throughout this Agreement and for two (2) years thereafter, Contractor shall not: (a) directly or indirectly, either as principal, agent, independent contractor, consultant, director, officer, employee, employer, advisor, stockholder, partner or in any other individual or representative capacity whatsoever, for the benefit of any other Person either knowingly: (i) hire, attempt to hire, contact or solicit with respect to hiring any employee or independent contractor of Blackbook (or any of its direct or indirect subsidiaries or affiliates); (ii) form a corporation, partnership or joint venture or other entity with any such employee or independent contractor, who is then currently employed or otherwise engaged by Blackbook or who had been employed or otherwise engaged by Blackbook within the last year of such two (2) year period, to engage in a business similar to Blackbook's business; or (iii) induce any employee or independent contractor of Blackbook (or any of its direct or indirect subsidiaries or affiliates) to leave the employment or engagement of Blackbook; (b) act or serve, directly or indirectly, as a principal, agent, independent contractor, consultant, director, officer, employee, employer or advisor or in any other individual or representative capacity with or for, or acquire a direct or indirect ownership interest in or otherwise conduct (whether as stockholder, partner, investor, joint venturer, or as owner of any other type of interest), any business which is similar to Blackbook's business or provides or sells a service which is the same or similar to the services provided by Blackbook; or (c) directly or indirectly, either as principal, agent, independent contractor, consultant, director, officer, employee, employer, advisor, stockholder, partner or in any other individual or representative capacity whatsoever, for the benefit of any other Person, call upon, solicit, divert, take away, or enter into any contract agreement within the industry of Blackbook's business with any customer or client of Blackbook or any of its affiliates. Contractor covenants, represents and warrants that the provisions of this Section 10 are reasonable in light of the legitimate business needs of Blackbook, and that Contractor will be able to earn a living and will not be unduly burdened by the restrictions on future employment imposed pursuant to this Section 10.

11. **No Warranty.** Contractor covenants, represents and warrants that neither Blackbook nor any Representatives of Blackbook makes any representation or warranty, express or implied, related to or arising from this Agreement.

12. **Confidentiality.** Throughout this Agreement and for a period of two (2) years thereafter (or such longer period allowed by law), Contractor shall not Exploit any Confidential Information or Disclose any Confidential Information to any Person without the prior written consent of Blackbook (such consent granted or denied in Blackbook's sole and absolute discretion). In perpetuity, Contractor shall not Exploit any Trade Secrets or Disclose any Trade Secrets to any Person. Contractor's obligations of confidentiality shall not apply to any information or data generally publicly known through no act (directly or indirectly) of Contractor. All provisions protecting Confidential Information shall be deemed to also protect Trade Secrets, but references to Trade Secrets shall not be deemed to automatically refer to Confidential Information.

13. **Return of Materials.** Within five (5) days after termination or expiration of this Agreement, Contractor shall return to Blackbook all Blackbook Property. Notwithstanding the return of the Blackbook Property, Contractor shall continue to be bound by Contractor's obligations of confidentiality as otherwise set forth in this Agreement.

14. **Indemnification.** Contractor shall fully indemnify, defend and hold Blackbook and Blackbook's Affiliates ("Indemnified Parties") harmless from and against all Losses resulting in or arising from: (a) any breach by Contractor of any provision of this Agreement, or (b) any willful but unauthorized, negligent, reckless, or grossly negligent act or omission on Contractor's part from which any Indemnified Party incurs any Losses.

15. **Equitable Relief.** Contractor covenants and represents that any violation of this Agreement by Contractor with respect to Blackbook Intellectual Property shall cause irreparable injury to Blackbook and shall entitle Blackbook to extraordinary and equitable relief by a court of competent jurisdiction, including but not limited to temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

16. **Governing Law, Certain Interpretations & Entire Agreement.** This Agreement shall be governed for all purposes by the laws of the State of Nevada as such laws apply to Contracts performed within Nevada by its residents, and that venue and personal jurisdiction for any Claim with respect to or arising out of this Agreement shall exclusively lie in the state or federal courts sitting in Nevada to which both Parties hereby unconditionally consent. All of the defined terms, if defined in the singular or present tense, shall also retain such general meaning if used in the plural or past tense, and if used in the plural or past tense, shall retain the general meaning if used in the singular or present tense. Section headings are used for convenience only and shall have no interpretive effect or impact whatsoever. If any provision of this Agreement is deemed unenforceable by any court with dispute or interpretive jurisdiction over this Agreement or the Parties, then such provision shall be reformed by such court in such a manner to make the provision enforceable and as near the manifest intent of the Parties as possible. Sections 4, 7, 8, 9, 11, 12, 14, 15, and 16 shall survive termination or expiration of this Agreement. This Agreement constitutes the entire agreement of the Parties as to the subject matter set forth herein, and this Agreement may not be modified except by a subsequent written agreement signed by the Parties. No prior or contemporaneous representations, inducements, promises, or agreements, oral or otherwise, between the Parties with reference to the subject matter of this Agreement will be of any force or effect.

# SCHEDULE 1

## Event Booking and Confirmation Form