



## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made as of the 12/8/15 (the "Effective Date"), by and between The Eugene Group, Inc., dba The AppWizards (the "Company") and PB3 LLC ("Contractor").

NOW THEREFORE, in consideration of the mutual agreements and covenants herein contained, the parties hereto agree as follows:

This Agreement shall not render Contractor an employee, partner, or joint venture with the Company for any purpose. Contractor is and will remain an independent contractor in its relationship to the Company. The Company shall not be responsible for withholding taxes with respect to Contractor's compensation hereunder, and Contractor will be solely responsible for all federal, state and local taxes and related contributions attributable to the payments from the Company to Contractor for the services performed. Contractor shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

Representative is an independent contractor working exclusively as a Representative for The Eugene Group, Inc., dba The AppWizards

DUTIES OF Representative: Contractor shall perform, and provide Services, which shall include, without limitation, the following:

1. Contractor shall sell and promote all services provided by Company. Contractor understands that Contractor shall not violate any law or ordinance, or any rules or regulations or engage in any activity, which does not reflect positively upon the business reputation of the Company.
2. The Company shall under no circumstances be held liable for--and Contractor shall indemnify, defend and hold the Company harmless against--any and all claims, damages, costs, and expenses (including reasonable attorneys' fees) incurred by the Company arising out of or relating to any breach by Contractor of any term of this Agreement or any negligence or willful misconduct in the performance of the Contractors Services.
3. Contractor shall not have authority to, and shall not attempt to, bind Company to any agreement or contract unless and until Contractor obtains written consent from the Company.
4. Company shall review, approve, and sign off on all contracts, agreements, offers, addendums, commission checks, and other documents related to the Contractors' Services.

5. With 10 days' notice to Contractor, the Company shall retain the right to cancel any part of the Services or change the prices for any of the Services in any manner the Company deems appropriate.
6. Notwithstanding the terms hereof, the Company does not guarantee now, or at any time in the future, that it will provide leads, the Company *may* provide leads from time to time. The Company does not guaranteed income to Contractor. Company shall not be held responsible or liable for any loss of income or expenses experienced by Contractor.
7. Company shall maintain commercial and general liability, errors and omissions, and such other insurance coverage with limits and amounts reasonably appropriate for the provision of the Services. Contractor understands that Contractor is encouraged to, carry additional insurance above that which is provided by the Company and contractor will be required to carrier a minimum of \$300,000 liability insurance on their automobile.

COMPENSATION: Contractor shall receive compensation as follows:

Contractor will receive a commission of 40% of the initial set up fee and 40% of the monthly subscription fee for each customer that they are directly responsible for selling. Contractor will continue to receive commission *active* customers that are not in arrears during the term of this agreement and will receive residual commissions for a period of one year following the termination on this agreement for those customers that were *active* at the time of the termination of this agreement. Active customers are defined as customers that are not in arrears and have and active, current subscription in place.

EXPENSES: The Company shall not be obligated to reimburse Contractor for any expenses incurred in the performance of Services pursuant to this Agreement unless agreed by the Company in writing in advance.

#### TERM & TERMINATION:

- 7.1 This Agreement is effective as of the Effective Date and will remain in effect until terminated by either party.
- 7.2 This Agreement may be terminated by either party at any time for any reason.
- 7.3 This agreement may be modified from time to time.

CONFIDENTIAL INFORMATION: Contractor will treat as confidential all trade secrets, Work Product, and other information regarding the Company, its products or business provided or made accessible by Company under this Agreement ("Confidential Information"). Contractor will not disclose Confidential Information to any third party, nor use that information, directly or indirectly, other than as contemplated by this Agreement, without the express written consent of the Company. Documents or other media or materials containing Company information (including in electronic format) that Contractor is required to keep confidential hereunder will remain the property of Company and those materials (along with all copies thereof) will be returned to Company or destroyed, as directed by Company, upon termination of this Agreement, or when requested by Company. The foregoing obligations of confidentiality and non-use shall survive termination or expiration of this Agreement for a period of 7 years.

GOVERNING LAW & CONSENT TO PERSONAL JURISDICTION: THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEVADA. WITHOUT REGARD FOR CONFLICTS OF LAWS PRINCIPLES. CONTRACTOR HEREBY EXPRESSLY CONSENTS TO THE EXCLUSIVE AND PERSONAL JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF NEVADA FOR ANY LAWSUIT ARISING FROM OR RELATING TO THIS AGREEMENT.

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

**THE EUGENE GROUP, INC.**  
dba, **THE APPWIZARDS**

**CONTRACTOR**

By: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

*Paul Bloch - President*  
*Robert Hart - Vice President*

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