



INDEPENDENT CONTRACTOR AGREEMENT

RxSpark is a consumer prescription cash discount program. Consumers may sign up online, download a discount card, or use a pre-printed card distributed by you, the Independent Contractor.

This Independent Contractor Agreement for RxSpark (this “ **Agreement** ”), with the “ **Effective Date** ” as indicated on the signature page, is made between PS Deals, Inc, a Delaware corporation (the “ **Company** ”), and the signatory below (“ **Independent Contractor** ”).

WHEREAS, the Company owns and operates the brand, RxSpark (“ **RXS** ”), its website and content, and desires to have the opportunity to receive certain services from Independent Contractor; and

WHEREAS, Independent Contractor is willing to provide certain services to the Company, and the compensation arrangements set forth in this Agreement are designed to compensate Independent Contractor for such services;

NOW, THEREFORE, in consideration of the foregoing premises and the respective agreements hereinafter set forth and the mutual benefits to be derived herefrom, Independent Contractor and the Company hereby agree as follows:

- 1.Engagement** . The Company hereby engages Independent Contractor on the terms and subject to the conditions set forth below and in Exhibit A.
- 2.Services and Compensation** . Independent Contractor hereby agrees during the term of this engagement to provide the services set forth on Exhibit A attached hereto (the “ **Services** ”). Exhibit A shall be updated on an as needed basis by mutual agreement.
- 3.Independent Contractor** . Independent Contractor shall perform services hereunder as an independent contractor, retaining control over and responsibility for Independent Contractor’s own operations. Independent Contractor shall not be considered an employee or agent of the Company as a result of this Agreement.
- 4.Benefits** . (a) The Company and Independent Contractor agree that Independent Contractor will receive no Company-sponsored benefits from the Company. If Independent Contractor is reclassified by a state or federal agency or court as the Company’s employee, Independent Contractor will become a reclassified employee and will receive no benefits from the Company, except those mandated by state or federal law, even if by the terms of the Company’s benefit plans or programs of the Company in effect at the time of such reclassification, Independent Contractor would otherwise be eligible for such benefits.

(b) The Company shall not be liable for any taxes, worker's compensation, unemployment insurance, employers' liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of Independent Contractor or any other person consulted or employed by Independent Contractor in performing Services under this Agreement. All such costs shall be Independent Contractor's sole responsibility.
- 5.Expenses** . Unless otherwise expressly stated in Appendix A, the Company shall not reimburse Independent Contractor for any expenses incurred by Independent Contractor in the performance of the Services.
- 6.Representations, Warranties and Covenants of Independent Contractor** . Independent Contractor represents, warrants and covenants with the Company as follows:

- (a)Independent Contractor is over the age of 18;
- (b)Independent Contractor will not consume illegal drugs or alcohol while performing the Services;
- (c)Independent Contractor has never been convicted of a criminal offence;
- (d)Independent Contractor confirms that he or she is able to perform the Services hereunder and will perform the Services hereunder in accordance with the provisions set forth on Exhibit A (and as may be directed by the Company from time to time);
- (e)Independent Contractor shall not transfer or delegate the performance of the Services to any third party.

(f) Independent Contractor is not authorized to enter into or commit the Company to any agreement and Independent Contractor shall not represent himself or herself as the agent or legal representative of the Company;

(g) The Services shall be performed in accordance with, and shall not violate, applicable laws, rules or regulations, and standards prevailing in the industry and Independent Contractor shall obtain all permits or permissions required to comply with such laws, rules or regulations;

(h) All materials of any kind to be used by Independent Contractor in providing the Services shall first be reviewed and approved by the Company and shall be presentable in accordance with generally applicable professional standards; and

(i) Any materials and communications of any kind to be used by Independent Contractor in providing the Services shall not contain any libelous, injurious, or unlawful material and will not violate or in any way infringe upon the personal or proprietary rights of third parties, including property, contractual, employment, trade secrets, proprietary information, and non-disclosure rights, or any trademark, copyright, or patent, nor will they contain any format, instruction, or information that is inaccurate or injurious to any person, computer system, or machine.

7. Representations and Warranties of the Company . The Company represents and warrants that it has full power and authority to enter into and perform its obligations under this Agreement and this Agreement constitutes a legal, valid, and binding obligation of the Company.

8. Proprietary Rights . Independent Contractor acknowledges that he, she or it has no right to or interest in his, her or its work or product resulting from the Services performed hereunder, or any of the documents, reports or other materials created by Independent Contractor in connection with such Services, nor any right to or interest in any copyright therein. Independent Contractor acknowledges that the Services and the products thereof (hereinafter referred to as the "**Materials** ") have been specially commissioned or ordered by the Company as "works made-for-hire" as that term is used in the Copyright Law of the United States, and that the Company is therefore to be deemed the author of and is the owner of all copyrights in and to such Materials, and not Independent Contractor. Any proprietary material that was created by Independent Contractor prior to its engagement with the Company that becomes a component of the Materials shall remain the property of Independent Contractor.

(b) In the event that any Materials, or any portion thereof, are for any reason deemed not to have been works made-for-hire, then Independent Contractor hereby assigns to the Company all right, title, and interest Independent Contractor may have in and to such Materials, including all copyrights, all publishing rights, and all rights to use, reproduce, and otherwise exploit the Materials in any and all formats or media and all channels, whether now known or hereafter created. Independent Contractor agrees to execute such instruments as the Company may from time to time deem necessary or desirable to evidence, establish, maintain, and protect the Company's ownership of such Materials, and all other rights, titles and interests therein.

(c) Notwithstanding the foregoing, the Company acknowledges that Independent Contractor's ability to carry out the work required is heavily dependent upon Independent Contractor's past experience and willingness to learn the Company's systems.

9. Confidentiality . In connection with the performance of Services hereunder, Independent Contractor may be exposed to confidential and proprietary information of the Company, whether or not so identified (including without limitation this Agreement). All such confidential and proprietary information must remain confidential, and may not be disclosed at any time for any reason during the term of this Agreement and for a period of two (2) years after the date of termination of this Agreement. Confidential and proprietary information shall include: (i) the name and/or address of any customer, vendor or affiliate of the Company or any information concerning the transactions or relations of any customer, vendor or affiliate of the Company with the Company or any of its directors, officers, members, employees or agents (except, in each case, for customers, vendors and affiliates of the Company introduced to the Company by Independent Contractor pursuant to the terms of this Agreement); (ii) any information concerning any product, technology or procedure employed by the Company under development by or being tested by the Company but not at the time offered generally to customers or vendors; (iii) any information relating to the Company's computer software, computer systems, trade secrets, methods, processes, pricing or marketing methods, sales margins, cost of goods, cost of material, capital structure, operating results, borrowing arrangements or business plans; (iv) any information which is generally regarded as confidential or proprietary in any line of business engaged in by the Company, (v) any business plans, budgets, advertising or marketing plans, (vi) any information contained in any of the Company written or oral policies and procedures or employee manuals; (vii) any confidential information belonging to customers, vendors, affiliates or members of the Company or any other person or entity which the Company has agreed to hold in confidence; (viii) all written, graphic and other material relating to any of the foregoing; and (ix) all information and data which is protectable as a legal form of property or non-public information that the owner or others designate as being a "Trade Secret," "Proprietary" or "Confidential" or other similar designations, or which under the circumstances surrounding disclosure or the nature of the disclosed information or data, ought to be treated as confidential or proprietary.

10. Indemnification .

(a) Independent Contractor agrees to indemnify and hold harmless the Company and its directors, officers and employees from and against all taxes, losses, damages, liabilities, costs and expenses, including attorneys' fees and other legal expenses (collectively, "**Losses**"), arising directly or indirectly from or in connection with: (i) any negligent, reckless or intentionally wrongful act of Independent Contractor or Independent Contractor's assistants, employees or agents; (ii) any breach by Independent Contractor or Independent Contractor's assistants, employees or agents of any of the terms and conditions of this Agreement; (iii) any failure of Independent Contractor to perform the Services in accordance with all applicable laws, rules and regulations; or (iv) any violation or claimed violation of a third party's rights resulting in whole or in part from the Company's use of the work product of Independent Contractor under this Agreement.

(b) Company agrees to indemnify and hold harmless Independent Contractor and its directors, officers and employees from and against all Losses arising directly or indirectly from or in connection with: (i) any negligent, reckless or intentionally wrongful act of Company or Company's assistants, employees or agents; (ii) any breach by Company or Company's assistants, employees or agents of any of the terms and conditions of this Agreement; or (iii) any violation or claimed violation of a third party's rights resulting in whole or in part from Independent Contractor's use of materials provided to Independent Contractor by the Company for use under this Agreement.

11. Term and Termination. This Agreement shall commence on the Effective Date and shall remain in effect until terminated by either party.

(a) This Agreement may be terminated by the non-breaching party at any time for a material breach which (i) cannot be cured or (ii) is capable of being cured, but which is not cured within ten (10) Business Days (as defined in Section 16) after written notice is given.

(b) This Agreement may be terminated by either party upon thirty (30) days' notice based on unsatisfactory performance (but not constituting a breach) of the other under this Agreement.

(c) This Agreement may be terminated by either party for any reason after ninety (90) days' notice.

All notices given pursuant to this Section 11 shall be in writing in accordance with the Notice provisions set forth below.

12. Survival . Upon completion or termination of this Agreement pursuant to Section 11, all rights and duties of the Company and Independent Contractor toward each other shall cease except that the Company will pay Independent Contractor any amounts earned under this Agreement in accordance with the terms and conditions set forth on Exhibit A and as may be amended from time to time in writing.

13. Waiver of Jury Trial . Each of the parties hereto hereby voluntarily and irrevocably waives trial by jury in any action or other proceeding brought in connection with this Agreement or any of the transactions contemplated hereby. No party has agreed with or represented to any other party that the provisions of this Section 13 will not be fully enforced in all instances.

14. Dispute Resolution . The parties: (i) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of Georgia situated in Cobb County and to the jurisdiction of the United States District Court for the Northern District of Georgia for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement; (ii) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of Georgia situated in Cobb County or the United States District Court for the Northern District of Georgia; and (iii) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that he, she or it is not subject personally to the jurisdiction of the above-named courts, that he, she or its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

15. Voluntary Nature of Agreement. Independent Contractor acknowledges and agrees that Independent Contractor is executing this Agreement voluntarily and without any duress or undue influence by the Company or anyone else. Independent Contractor further acknowledges and agrees that Independent Contractor has carefully read this Agreement and has asked any questions needed to understand the terms, consequences and binding effect of this Agreement and fully understand it. Finally, Independent Contractor agrees that Independent Contractor has been provided an opportunity to seek the advice of an attorney of Independent Contractor's choice before signing this Agreement.

16. Notices . All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified; (ii) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next Business Day; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) Business Day after deposit with a nationally recognized overnight courier, specifying next Business Day delivery, with written verification of receipt. All communications shall be sent to the Company at the address set forth below and to Independent Contractor at the address set forth on the signature page hereto (or to such e-mail address, facsimile number or address as subsequently modified by written notice given in accordance with this Section). For purposes of this Agreement, the term " **Business Day** " shall mean any day other than a Saturday, Sunday or a holiday in which commercial banks are open for business in the city in which the notice recipient resides. If notice is given to the Company, it shall be sent to:

PS Deals, Inc.,
1071 Cambridge Square, Ste A/B

Alpharetta, Georgia 30009

Attention: John H. Casson

Email: John@PS.Deals

17. Entire Agreement; Modification . This Agreement and those documents expressly referred to herein contain the complete and entire understanding and agreement of Independent Contractor and the Company with respect to the subject matter hereof and supersede all prior and contemporaneous understandings, conditions and agreements, oral or written, express or implied, respecting the engagement of Independent Contractor in connection with the subject matter hereof. The provisions of this Agreement may be amended, modified and/or

waived only with the prior written consent of the Company and Independent Contractor.

18. *Successors* . This Agreement and the obligations and benefits hereunder shall inure to the successors and assigns of the Company, but may not be assigned by Independent Contractor without the prior written consent of the Company.

19. *Counterparts; Facsimiles* . This Agreement may be executed and delivered by each party hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same agreement. A signature delivered by facsimile or other electronic transmission shall constitute an original.

20. *Attorney's Fees*. In any court action at law or equity that is brought by one of the parties to this Agreement to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, in addition to any other relief to which that party may be entitled.

21. *Choice of Law* . This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Georgia, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Georgia.

IN WITNESS WHEREOF, the signatory accepts the terms of this Agreement, and the Agreement will be executed when PSDeals, Inc. accepts the application to become an Independent Contractor,

Successful Independent Contractor applicants will be contacted to finalize the details for Schedule A to this agreement, which will state Commission Rates and Independent Contractor's Marketing Plan commitment.