

**NAME OF CORPORATION ("CORPORATION")  
PROGRAMMER SUBCONTRACT**

1. **CONTRACTOR:** \_\_\_\_\_

2. **ADDRESS:** \_\_\_\_\_

3. **BUSINESS TELEPHONE:** \_\_\_\_\_ 4. **HOME TELEPHONE:** \_\_\_\_\_

5. **BUSINESS FAX:** \_\_\_\_\_

6. **SERVICES TO BE PROVIDED:**

(1) The Contractor shall provide programming services required by CORPORATION from time to time in the manner determined by CORPORATION in consultation with the Contractor. The parties hereto acknowledge and agree that the Contractor is not required to provide its programming services exclusively to CORPORATION and may provide its programming services to other entities, provided the Contractor complies with the terms of this Subcontract. The Contractor represents that it is not now a party to and shall not enter into any agreement or assignment in conflict with this Subcontract.

(2) It is understood and agreed that in entering into this Subcontract and in providing its programming services pursuant to this Subcontract the Contractor is deemed to be an independent contractor and not under the control and supervision of CORPORATION and nothing contained in this Subcontract shall contemplate or constitute the Contractor as an employee, agent, partner, or representative of CORPORATION for any purpose.

7. **FEES:**

(1) CORPORATION shall pay the Contractor a fee of \$\_\_\_\_\_ per year for the first year of this Subcontract. Thereafter, the Contractor's fees shall be reviewed and set by CORPORATION on the anniversary date of this Subcontract. The Contractor's fees may be changed without affecting any provision of this Subcontract.

(2) No deductions will be made from any monies paid to the Contractor on account of income tax and payments to the Internal Revenue Service on account of income tax are to be the sole responsibility of the Contractor.

8. **CONFIDENTIALITY:**

(1) The Contractor acknowledges that as a result of the Contractor's engagement by CORPORATION the Contractor shall have access to, be making use of, acquiring or adding to information and knowledge, relating to the \_\_\_\_\_ technologies of CORPORATION, which are confidential to and the exclusive property of CORPORATION, (the "Confidential Information") and that the business of CORPORATION cannot be properly protected from adverse consequences of the actions of the Contractor other than by the restrictions set forth in this Subcontract.

(2) As material inducement to CORPORATION to continue to engage the Contractor and to pay to the Contractor fees for such services to be rendered to CORPORATION by the Contractor (it being understood and agreed by the parties that the fees shall also be paid and received in consideration), the Contractor shall not, except with the prior written consent of CORPORATION which may be withheld in its sole and absolute discretion, at any time during the Contractor's engagement by CORPORATION and during the twelve (12) months immediately following the termination thereof, directly or indirectly disclose, divulge, reveal, report, publish or transfer to any person or entity, deal with, exploit or use for any purpose any of the Confidential Information which has been obtained or disclosed to the Contractor as a result of the Contractor's engagement by CORPORATION. Disclosure or use of the Confidential Information by the Contractor in breach of this Subcontract shall be deemed to cause CORPORATION irreparable harm for which damages are not an adequate remedy.

**THIS IS A 3-PAGE FORM.**