

## **MASTER INDEPENDENT CONTRACTOR AGREEMENT**

This Master Independent Contractor Agreement is entered into and effective as of

("Effective Date"), by and between

having a principal place of business at

("Company") and **Johns & Taylor LLC**, having a principal place of business at 923 Haddonfield Road, Suite 300, Cherry Hill, New Jersey 08002, and having an email address support@podcast.taxi, a telephone number of 1-856-497-9798, and a Federal Employer Identification Number ("EIN") of 83-4528688 ("Contractor").

This Master Independent Contractor Agreement supersedes any and all prior agreements, whether oral or written, between Company and Contractor (together, the "Parties").

### **BACKGROUND**

From time to time, Company may engage Contractor to render, on behalf of Company, certain independent contractor services required in connection with a Project (as defined below), and governed by one or more Statements of Work ("SOW") executed by the Parties simultaneously with, or subsequent to, this Master Independent Contractor Agreement (collectively, "Services").

Any and all SOWs executed by the Parties are expressly incorporated in and made a part of this Master Independent Contractor Agreement, whether attached as schedules to it or maintained as separate documents (collectively, the "Agreement"), and Contractor wishes to provide Services to Company in accordance with the Agreement.

In consideration of the mutual promises and benefits contained in the Agreement, the Parties agree as follows:

## **1. PROJECT SERVICES PROVIDED BY CONTRACTOR AND RELATED COMPENSATION**

A. *Project Services.* Contractor will provide Services to Company on a project-by-project basis (each, a "Project"). The Parties will execute a separate SOW for each Project, which will describe the Services provided by Contractor to Company for that Project (each, a "Project SOW"). The Project SOW will also describe the time period for performance of the Services, and the related compensation to be paid by Company to Contractor for the Services. Company does not guarantee Contractor any Projects or a minimum number of Projects, and Company's election to engage Contractor to perform Services with respect to a Project is made in Company's sole discretion.

B. *Project Compensation.* As payment for all Services satisfactorily rendered by Contractor (as reasonably determined by Company), Company will pay Contractor the fees set forth in each Project SOW ("Fees"). As stated in further detail in Section 2 of this Agreement, Fees will be payable without deduction for federal income, social security, or state or local income taxes. Fees will be calculated in U.S. dollars unless otherwise agreed in writing in the Project SOW prior to the commencement of a Project.

C. *Expenses.* Unless otherwise expressly agreed in writing in the Project SOW, Company will not reimburse or otherwise pay for expenses incurred by Contractor while providing Services. Such expenses, which include but are not limited to costs for landline or mobile telephone, computer, printer, PDA equipment or related services, transportation (including mileage, taxi fare, subway fare, or airfare), lodging, meals, client meetings, entertainment, fax and mail, overnight courier or messenger costs (collectively, "Business Expenses"), will be borne by Contractor.

## **2. CONTRACT FOR INDEPENDENT CONTRACTOR SERVICES**

A. *Independent Contractor Relationship.* Contractor, in rendering performance under this Agreement, is an independent contractor, and Contractor agrees to perform the Services solely as an independent contractor. The Parties agree that nothing in this Agreement should be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between the Parties, or as authorizing either Party to act as the agent of the other.

B. *No Tax Withholding or Employee Benefits.* Company is not responsible for withholding taxes with respect to Contractor's compensation under this Agreement. Company will not pay any contributions to social security, unemployment insurance, federal or state withholding taxes, or provide any other contributions or benefits with respect to Contractor that might be expected in an employer/employee relationship, and

Contractor expressly waives any right to such benefits. Contractor acknowledges and agrees that it does not have an employment relationship with Company, and is not entitled to any of Company's employee benefits (including, without limitation, participation in employee benefit plans, vacation programs, sick leave, severance programs, insurance, disability, retirement, and deferred compensation plans). Contractor agrees to provide to Company, for billing and accounting purposes, an IRS Form W-9 and an EIN or Social Security Number.

C. *Insurance.* Company has no responsibility or liability whatsoever for any injuries or other damages sustained or incurred by Contractor in connection with its provision of the Services. Company will not carry health or accident insurance to cover Contractor and Contractor agrees that it will carry any insurance required by law in order to provide the Services it provides to Company.

D. *Indemnification.* By executing this Agreement, Contractor agrees to make all contributions, pay applicable taxes, and obtain insurance as needed to provide Contractor's Services and expressly agrees to indemnify Company and hold Company harmless for and against any third-party claims, costs, taxes, fees, damages or penalties assessed against Company by virtue of Contractor's failure to make contributions or payments or obtain insurance.

### **3. TERM; TERMINATION; EFFECT OF TERMINATION**

A. *Term.* The initial term of this Agreement will commence on the Effective Date of this Agreement and will continue for an initial period of six (6) months ("Initial Term"), unless sooner terminated according to the termination provisions below. After the Initial Term, this Agreement will renew on a month-to-month basis, unless either party terminates the Agreement according to the termination provisions below. The Initial Term, together with any monthly renewal period, is the "Term" of the Agreement.

B. *Termination.*

i. *By Company.* Notwithstanding anything to the contrary in this Agreement, Company may terminate this Master Independent Contractor Agreement or a Project SOW at any time prior to the expiration of the Initial Term, Term, or, where it differs, the expiration of a Project SOW, for any reason or no reason, upon oral or written notice to Contractor, which termination will be effective immediately.

ii. *By Contractor.* Notwithstanding anything to the contrary in this Agreement, Contractor may terminate this Master Independent Contractor Agreement or a Project SOW at any time prior to the expiration of the Initial Term, Term, or, where it differs, the expiration of a Project SOW, upon thirty (30) days' prior written notice to Company, which termination will be effective on the thirtieth (30th) day following the written notice. Contractor may not terminate the Master Independent Contractor Agreement or a Project SOW prior to

Contractor's satisfactory completion of Services that it has already commenced performing under an active Project SOW, unless Contractor has obtained Company's prior written agreement to the termination. If a delay is anticipated, Contractor will immediately notify Client of any delay, the reasons for the delay, the anticipated duration of the delay, and the steps being taken by Contractor to overcome or mitigate the delay.

C. *Effect of Termination.* Upon termination of this Master Independent Contractor Agreement or a Project SOW according to the termination provisions of this Section 3, Company will be required to pay Contractor the Fees for Services satisfactorily completed prior to the effective termination date. Where the Parties have agreed upon certain reimbursable Business Expenses, Company will reimburse Contractor for all proper and agreed-upon reimbursable Business Expenses incurred prior to the termination date. Additional duties and obligations relating to termination of Services under a specific Project may be set forth in the relevant Project SOW.

D. Contractor agrees to comply with Section 4.D below within thirty (30) days of any effective termination date provided for under this Section 3.

#### **4. CONFIDENTIAL INFORMATION; COMPANY PROPERTY**

A. *Confidential Information and Non-Disclosure.* Contractor agrees not to disclose, and to treat as confidential any written or oral information that Company may provide to Contractor, or that Contractor may otherwise gain access to during the pendency of this Agreement that Contractor should reasonably recognize as Company's proprietary or confidential information ("Confidential Information").

Confidential Information includes all nonpublic information, whether or not it is reduced to writing or another medium, and whether or not it is marked "confidential" or the like, including without limitation: (i) works of authorship and artwork; (ii) trade secrets and proprietary know-how; (iii) source codes, software programs, computer systems, and algorithms; (iv) information residing in Company-owned social media accounts; (v) concepts and designs; (vi) inventions and products; (vii) records, files, reports, plans, and proposals; and (viii) customer, client, supplier and other relationship lists. The terms of this Agreement, the existence or potential existence of a Project, and any and all Work Product (as defined below) is also Confidential Information.

Confidential Information does not include general skills, experience, or information that is generally available to the public from a source other than Company.

B. *Disclosure Required by Law.* Confidential Information also does not include information that is required to be disclosed under any applicable law, regulation, judicial or administrative order or decree, or request by any other regulatory organization having legal authority. But Contractor agrees that it will not disclose any requested Confidential

Information of the Company without first giving notice to Company. After this notice, Company will have a reasonable period of time (to be agreed upon by the Parties when notice of the legal request is given) to obtain a protective order from disclosure. In the event that Company does not obtain a protective order, or does not seek a protective order during the agreed-upon time period, Contractor may disclose only that portion of the information that it is legally obligated to disclose.

*C. Use of Confidential Information.* Contractor agrees that it will use Confidential Information only in the performance of Services under this Agreement. Contractor will not use Confidential Information in any way or manner that is adverse to Company's interests.

*D. Ownership and Return of Confidential Information.* Company retains all right, title, and interest in its Confidential Information, as well as all right, title, and interest in any intellectual property belonging to Company, including patents, trademarks, copyrights, or trade secrets ("Intellectual Property"). Neither this Agreement, nor Company's disclosure of Confidential Information or Intellectual Property to Contractor, conveys to Contractor any right, title, or interest in any Confidential Information or Intellectual Property of the Company. When a Project is concluded, or upon termination of the Master Independent Contractor Agreement and a Project SOW, or otherwise on demand from Company, Contractor will return to Company all materials containing or relating to Confidential Information or Intellectual Property, together with all other property of Company, including materials Company provided to Contractor in connection with this Agreement. Contractor may not retain any copies or reproductions of files, records, correspondence, memoranda, reports, notes, summaries, notebooks, drawings, photographs, databases, e-mails, disks, customer lists, or other documents or electronically stored information of any kind relating to the business, potential business, or affairs of Company unless Company agrees, in writing, that Contractor may retain specific information.

*E. Confidentiality.* Unless Company consents in advance in writing, Contractor may not use Company's name in any advertising or promotional literature, or publish any articles relating to Company, this Agreement, or any Project or Services, and may not otherwise refer to Company's retention of Contractor under this Agreement.

## **5. OWNERSHIP OF WORK PRODUCT AND INTELLECTUAL PROPERTY**

*A. Work Product.* "Work Product" includes all concepts, inventions, or works of authorship that Contractor may develop or work on (in whole or in part, solely or jointly with others, whether or not during normal working hours), and which result from Services rendered under this Agreement. Work Product includes, without limitation, works of authorship, artwork, designs, documentation, presentations, notes, outlines, processes, algorithms, inventions, concepts, ideas and the like, and may include information protectable under the laws of copyright, patent, trademark, or any similar

intellectual property regimes. Work Product also includes all drafts and intermediate versions created by Contractor.

B. *Ownership of Work Product.* Contractor acknowledges and agrees that all Work Product has been specially commissioned or ordered by Company, and that Company is the author and owner of all Work Product and associated Intellectual Property rights in all Work Product.

C. *Works Made for Hire.* All copyrightable aspects of the Work Product should be considered “works made for hire” within the meaning of the Copyright Act of 1976, as amended (the “Copyright Act”), and Company should be deemed the “author” of all works within the meaning of the Copyright Act. All copyrightable Work Product, as well as all copies of the works in whatever medium fixed or embodied, are owned exclusively by Company upon creation, and Contractor expressly disclaims any interest in any copyrightable Work Product.

D. *Assignment of Right, Title and Interest.* In the event that Company for any reason is deemed not to be the author or owner of any Work Product (including but not limited to where any Work Product is found not to be a “work made for hire” within the meaning of the Copyright Act), Contractor hereby assigns to Company the sole and exclusive right, title, and interest in all Work Product. Contractor agrees to execute and deliver all documents requested by Company to secure or perfect Company’s right, title, and interest in any Work Product.

E. *Registration and Enforcement.* At Company’s direction and expense, Contractor agrees to assist Company in registering and enforcing all patents, copyrights, trademarks, and other rights and protections relating to the Work Product in any and all countries.

## **6. NO CONFLICT OF INTEREST.**

A. Contractor represents and warrants to Company that Contractor is free to enter into this Agreement, and that Contractor does not have other obligations that are inconsistent, incompatible, or in conflict with its obligations under this Agreement.

B. In performing Services under this Agreement, Contractor agrees not to use any proprietary or confidential information belonging to any other person or entity. Additionally, Contractor agrees not to disclose to Company any proprietary or confidential information belonging to any other person or entity.

## **7. RESTRICTIVE COVENANTS.**

A. During the Term, Contractor may not (whether directly or indirectly, for compensation or not, for Contractor’s own account or on behalf of any other person or entity), engage

in activity that is inconsistent, incompatible, or in conflict with Contractor's obligations under the terms of this Agreement.

B. During the Term and continuing for a period of one (1) year following the termination of this Agreement, Contractor may not (whether directly or indirectly, for compensation or not, for Contractor's own account or on behalf of any other person or entity), solicit, attempt to solicit, or perform services for any party that is or was a customer of Company as of the effective date of termination of this Agreement or during the immediately preceding six (6) months ("Customer") for the purpose of providing a Customer with the same or substantially similar services provided by Company to that Customer, without the prior written consent of Company. This restriction is not intended to prohibit Contractor from soliciting or offering any services to persons or entities who are not Customers, nor is it intended to prohibit Contractor from offering to any Customer services that are not competitive to Company.

C. During the Term and continuing for a period of one (1) year following the termination of this Agreement, Contractor may not (whether directly or indirectly, for Contractor's own account or on behalf of any other person or entity), solicit for employment or hire, or assist in the solicitation or hiring of, any employee or other worker who works for Company or was employed by Company as of the effective date of termination of this Agreement or during the immediately preceding six (6) months. This includes, but is not limited to: (a) providing to any prospective employer the identities of any of Company's employees; (b) assisting with recruitment, or (c) encouraging a covered individual to change the individual's relationship with the Company.

D. During the Term and all times thereafter, Contractor agrees that it has no right to bind and will not bind Company to any agreement or commitment with a third party, for any purpose.

E. During the Term and all times thereafter, Contractor will not disparage the reputation of Company, or any of its officers, directors, employees, agents, or independent contractors.

## **8. LIMITATION OF LIABILITY.**

IN NO EVENT WILL COMPANY BE LIABLE TO CONTRACTOR OR ANY RELATED THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFIT OR LOSS OF REVENUE) HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING ANY TORT CLAIMS) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

## **9. GOVERNING LAW; VENUE; DISPUTES.**

A. *Governing Law and Venue.* This Agreement is governed by and construed in accordance with the laws of the State of New Jersey (without regard to its choice-of-law or conflict-of-law provisions). In the event of any dispute, controversy, or claim concerning, associated with, or arising out of this Agreement (collectively and individually, “Dispute”), the Parties agree that the exclusive venue for any unresolved Dispute is an appropriate court located within the State of New Jersey. The Parties further consent to that court’s jurisdiction over the Parties.

B. *Resolution of Disputes.* The Parties agree that, prior to filing a lawsuit with respect to any Dispute, they will make a good faith attempt to resolve their differences through business discussions to take place within thirty (30) days following first notice of the Dispute. The Parties agree that such business discussions will be conducted between individuals possessing the authority to approve final resolution of the Dispute on behalf of each Party. The Parties agree to pay their own individual expenses incurred in any of these business discussions. If, after expiration of this thirty-day negotiation period, the Parties have not resolved the Dispute, the Parties may seek relief in a relevant New Jersey court. In the alternative—and only upon the mutual consent of the Parties—if, after expiration of this thirty-day negotiation period, the Parties have not resolved the Dispute, the Parties may submit the Dispute to mediation (“Mediation”). The Parties must mutually consent to engage in Mediation, and must mutually agree upon the procedure for any Mediation. The Parties agree to share equally any costs or fees resulting from engagement of a mediator and the hiring of an appropriate forum for the Mediation. The Parties agree to pay their own individual expenses incurred in the Mediation (including, without limitation, the cost of each Party’s independent counsel or other representative(s)).

C. *Injunctive Relief.* Notwithstanding anything to the contrary in this Agreement, Company has the right to seek injunctive and other equitable relief with respect to any breach or threatened breach of any of the provisions in Sections 4, 5, and 7 of this Agreement. Nothing in this Section 9 should be construed to interfere with Company’s right to seek injunctive and other equitable relief under these Sections in an appropriate court at any time.

## **10. SURVIVORSHIP**

Any provision of this Agreement that, by its terms, is intended to continue to apply after any termination or expiration, will survive termination or expiration and continue to apply in accordance with its terms. Without limiting the foregoing, but for the avoidance of doubt, Sections 4, 5, 7, and 9 of this Agreement will survive.

## **11. HEADINGS; STRICT CONSTRUCTION.**



Headings used in this Agreement are provided for convenience only and should not be used to construe meaning or intent of any provisions of the Agreement. The language used in this Agreement is the language chosen by the Parties to express their mutual intent. The Parties agree that this Agreement should be construed impartially between the Parties without regard to which Party may or may not be considered the drafter or scrivener of the Agreement.

## **12. NO IMPLIED WAIVER.**

The failure of either Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time the failure continues, will not be deemed a waiver of the Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement constitutes a consent or waiver to or of any other breach or default in the performance of any other obligation under this Agreement.

## **13. ENTIRE AGREEMENT**

This Agreement constitutes the final and entire agreement between the Parties with respect to its subject matter, and supersedes any and all prior and contemporaneous agreements, representations, or understandings, whether written or oral, between the Parties.

## **14. AMENDMENTS; MODIFICATIONS**

No amendment, change, or modification of this Agreement is valid unless in writing and signed by both Parties.

## **15. SEVERABILITY**

If any term, provision, covenant, or condition of this Agreement is found to be illegal or otherwise unenforceable, this finding will not invalidate the whole of the Agreement. Rather, the remainder of the Agreement will remain in full force and effect, and the offending provision will be deemed modified or stricken to the extent necessary to render the provision or the rest of the Agreement enforceable. The rights and obligations of the Parties will be construed and enforced accordingly, preserving to the fullest extent permissible the Parties' intent set forth in the original Agreement.

## **16. ASSIGNMENT**

Contractor may not, voluntarily or by operation of law, assign any obligations under this Agreement without the prior written consent of Company. Any attempted assignment or transfer of Contractor obligations without prior written consent is void.

## **17. NOTICES**

All notices, requests, demands, and other communications required or permitted under this Agreement must be in writing and will be deemed to have been duly given (i) on the date delivered if personally delivered, (ii) upon receipt by the receiving Party if sent by registered or certified mail (first-class mail, postage prepaid, return receipt requested), or (iii) on the date targeted for delivery if delivered by overnight courier, addressed to (a) Company at the address listed in this Agreement, (b) Contractor at the address listed in this Agreement. Either Party may change the address to which notices are to be sent by written notice of the new address.

## **18. COUNTERPARTS; ELECTRONIC SIGNATURES**

This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same document. Use of electronic signature, email, or other electronic medium has the same force and effect as an original signature.

The Parties have executed this Agreement as of the Effective Date written above.

COMPANY NAME:

Signature:

Date:

Name:

Title:

CONTRACTOR NAME:

Signature:

Date:

Name:

Title: