

AGREEMENT BETWEEN THE TRACK GROUP AND SERVICE PROVIDER LOCATED WITHIN THE USA

Please sign the bottom of page 2 and 3 and mail all pages or fax to:

The Track Group c/o David Ehrlich
85 S Bragg Street, Suite 301
Alexandria, VA 22312
FAX: (703) 997-0760

Intellectual Property Rights

The Service Provider (listed below) agrees to grant to The Track Group (referred to as the "Buyer") a non-exclusive, irrevocable, royalty free license to use, copy and modify any elements of the Material not specifically created for the Buyer as part of the Services. In respect of the Material specifically created for the Buyer as part of the Services, the Service Provider assigns the full title guarantee to the Buyer and any all of the copyright, other intellectual property rights and any other data or material used or subsisting in the Material whether finished or unfinished. If any third party intellectual property rights are used in the Material the Service Provider shall ensure that it has secured all necessary consents and approvals to use such third party intellectual property rights for the Service Provider and the Buyer. For the purposes of this Clause, "Material" shall mean the materials, in whatever form, used by the Service Provider to provide the Services and the products, systems, programs or processes, in whatever form, produced by the Service Provider pursuant to this Agreement.

Relationship of the Parties

The Parties acknowledge and agree that the Services performed by the Service Provider, its employees, agents or sub-contractors shall be as an independent contractor and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the parties.

Confidentiality & Non Compete Agreement

Neither Party will use, copy, adapt, alter or part with possession of any information of the other which is disclosed or otherwise comes into its possession under or in relation to this Agreement and which is of a confidential nature. This obligation will not apply to information which the recipient can prove was in its possession at the date it was received or obtained or which the recipient obtains from some other person with good legal title to it or which is in or comes into the public domain otherwise than through the default or negligence of the recipient or which is independently developed by or for the recipient. A non-compete agreement is included on the next page.

Withhold of Tax Payments

The Service Provider is a resident of the US and is subject to withholding of taxes, unless a signed W9 form has been provided to Track claiming an exemption from withhold.

Source File Backup: The Service Provider will follow the delivery of project files instructions on the page 4.

ORGANIZATIONAL CONFLICTS OF INTEREST

- (a) The Service Provider warrants that, to the best of the Service Provider’s knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Service Provider has disclosed all such relevant information.
- (b) Prior to commencement of any work, the Service Provider agrees to notify the buyer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the buyer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.
- (c) The Service Provider agrees that if an actual or potential organizational conflict of interest is identified during performance, the Service Provider will immediately make a full disclosure in writing to the buyer. This disclosure shall include a description of actions which the Service Provider has taken or proposes to take, after consultation with the buyer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Service Provider shall continue performance until notified by the buyer of any contrary action to be taken.
- (d) Remedies - The buyer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Service Provider was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the buyer, the buyer may terminate the contract for default or pursue such other remedies as may be permitted by law or this contract.

Signature

Date

Printed Name AND Mailing Address

NON COMPETE AGREEMENT WITH THE TRACK GROUP, INC.

THIS AGREEMENT is made between The Track Group, Inc., hereinafter referred to as the "Corporation", and _____, of _____, hereinafter referred to as the "Contractor."

WHEREAS, Contractor is an independent contractor of the Corporation; and

WHEREAS, the Corporation and the Contractor desire that the Contractor enter into covenants with the Corporation;

NOW THEREFORE, in consideration of Corporation contracting with Contractor at this time, Contractor hereby agrees as follows:

1. Not to Disclose Customer Information. Contractor will not at any time, either during employment or after employment terminates, directly or indirectly make known or divulge to any person, firm, or corporation the names or addresses of any of the customers of the Corporation.

2. Not to Solicit Customers. Contractor will not, during the period of five years after termination of employment, directly or indirectly, either for himself/herself or for any other person, firm, or corporation, call upon, solicit, divert, or take away, or attempt to solicit, divert, or take away, any of the customers of the Corporation.

3. Not to Disclose Information. Contractor will not at any time, in any fashion, form, or manner, either directly or indirectly, divulge, disclose, or communicate to any person, firm, or corporation in any manner whatsoever any information of any kind, nature, or description concerning any matters affecting or relating to the business of the Corporation, including, but not limited to, the names of any of its customers or prospective customers or any other information concerning the business of the Corporation, its manner of operation, its plans, or any other data of any kind, nature, or description, without regard to whether any or all of the foregoing matters would be deemed confidential, material, or important; provided however, that Contractor may disclose such information to a customer of the Corporation in the ordinary course of business and may disclose such information to another Contractor of the Corporation in the ordinary course of working together for the Corporation.

4. Records Belong to Corporation. All books, records, files, forms, reports, accounts and documents relating in any manner to the Corporation's business or customers, whether prepared by Contractor or anyone else, shall be the exclusive property of the Corporation and shall be returned immediately to the Corporation upon termination of employment or upon the Corporation's request at any time.

5. Breach. The parties hereby stipulate that each of the foregoing matters are important, material, and confidential, and gravely affect the effective and successful conduct of the business of the Corporation and affect its reputation and goodwill, and that any breach of the terms of this Agreement is a material breach of this Agreement, from which Contractor may be enjoined and for which the Contractor shall also pay to the Corporation all damages (including but not limited to compensatory, incidental, consequential and lost profits damages), which arise from the breach, together with interest, costs, attorneys' fees (including those expended to collect such damages) and all litigation expenses to fullest extent allowable by law.

6. No Waiver of Breach. Corporation may waive a provision of this Agreement only in a writing signed by any officer of Corporation. The waiver by the Corporation of a breach by Contractor of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the Contractor.

7. Assignment. The rights and obligations of the Corporation under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the Corporation. Contractor shall not assign his rights or obligations under this Agreement.

- This agreement replaces any previous confidentiality agreement(s) that I have signed with The Track Group.

Signature of Contractor

Date

Printed Name AND Mailing Address

DELIVERY OF PROJECT FILES: Progressive Source File Backup, Photos, Final Delivery

The Track Group requests all service providers to provide progressive source file updates for the following reasons:

1. To help prevent the loss of work. If the service provider's computer were to crash, these files should provide for a rapid back up.
2. The Track Group must be able to meet all client commitments and for a variety of reasons, any one service provider may suddenly become unavailable or unable to meet deadlines or work requirements and another person needs to be able to step in and continue the project without starting from scratch. All commitments per the contract to the first service provider would be made in the event another sub-contractor is asked to become involved in the job.

Files to be Provided:

All sources files are requested including fonts and layered photoshop files. The primary application files (e.g. Quark, Illustrator, Photoshop, Director, Flash) will be updated as the project moves forward.

Linked files do not need to be re-uploaded unless they change. They can be placed in a separate folder (eg. \fonts, \photos, \audio, etc.).

Purchase of Photos:

If photos need to be purchased, please include a low res comp version and the information showing where to purchase the high res image. Please confirm with your contact prior to starting a job if the budget allows for purchase of images. www.Photos.com is already licensed and these images can be used without any additional fee. Your contact will download them and provide the high res, although you may be asked to research low res.

Naming Convention:

The following naming convention would apply to both source and comp files.

Job ID# Version Letter Date (Month-Day)
198A_0804.jpg and 198A_0804.qxd and 198A_0804.psd
198B_0810 and 198B_0810.qxd
198C_0815 and 198C_0815.qxd

Resolution for Images:

When providing images for client review, please provide web ready images that are 72 DPI, RGB, and approximately 5"x7" in size. For detailed work (e.g. brochures with text), a PDF document at 125 DPI is preferred. The resolution for all final materials suitable for printing should be at least 300 DPI. Please confirm the final spec size with your contact before starting the project.

Method of Back up: Depending on the size of the files involved, either FTP, www.photoleap.com, or email will be used. Please confirm with your contact.

Frequency: Upon delivery of each version for client review and upon an agreed timeframe if a project is moving forward but there are no formal versions presented.

Final Delivery: Once the project is approved by your contact, please deliver all final source and output files on CD. Output files should be ready to print and include all linked files. Please confirm final specs prior to creating output files.