

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is effective _____ by and between K-TEC, INC. dba Blendtec, a Utah corporation, having its principal place of business at 1206 South 1680 West, Orem, Utah, (hereinafter "Blendtec") and _____, (hereinafter "Contractor") for the Services described herein to be completed at any store or warehouse Blendtec does business with.

WHEREAS, BLENDTEC is in the business of manufacturing and selling electronic appliances; and providing related service to its clients; and

WHEREAS, Contractor wishes to provide services to BLENDTEC, and BLENDTEC wishes to obtain Contractor's services;

NOW THEREFORE, for and in consideration of the foregoing and the mutual agreements contained herein, BLENDTEC and Contractor agree as follows:

1. **Term; Non-Exclusivity.** This Agreement shall be effective as of the date first written above and shall remain in full force and effect for 12 calendar months from the effective date, unless terminated in accordance with Section 10 below ("Term"). Nothing herein shall prohibit BLENDTEC from entering into similar contractor arrangements with other independent consultants or contractors.
2. **Services to be Rendered.** Contractor shall provide the services as more specifically described on Exhibit A attached hereto, as amended by Blendtec from time to time, ("Services") for Blendtec, it being understood that Blendtec issue Exhibit A as assigned to Contractor. Unless specified in Exhibit A, or requested by Blendtec, Contractor has the right to accept or decline shows as they become available.
3. **Conditions and Standards.** Contractor may advise customers of Contractor's affiliation with BLENDTEC, but may not represent that Contractor is an employee of BLENDTEC. Contractor will conduct all activities with the same professional standards of conduct generally observed by BLENDTEC and take no actions that will compromise the integrity and reputation of BLENDTEC with prospective customers or vendors or BLENDTEC's current customers or vendors.
4. **Right to Act as a Contractor.** Contractor hereby represents and warrants that he/she: (i) is not subject to any restrictions whatsoever which would prevent him/her from entering into or carrying out the provisions of this Agreement; (ii) possesses and shall maintain all licenses, insurance, permits, approvals and other certificates necessary and required for performing the Services pursuant to this Agreement; and (iii) possesses the proper skill, training, experience and background so as to be able to perform this Agreement in a competent and professional manner.
5. **Responsibilities of BLENDTEC.** BLENDTEC, in its sole discretion, hereby agrees to provide to Contractor in connection with the performance of the Services access to any manuals, applications and other necessary items from BLENDTEC's Confidential Information, including any generally available reports, brochures, and any other information from BLENDTEC that will provide assistance to Contractor in providing Services herein.
6. **Compensation.** BLENDTEC shall pay Contractor for Services provided herein at the rate set forth on Exhibit A, and any amendment thereto. Any Services provided by Contractor resulting in payments in excess of the rate set forth in Exhibit A must be pre-approved by BLENDTEC in writing prior to such Services being rendered. CONTRACTOR UNDERSTANDS AND AGREES THAT BLENDTEC MAY DEDUCT FROM PAYMENTS DUE TO CONTRACTOR HEREIN THE REPLACEMENT COST, AS DETERMINED BY BLENDTEC, OF ANY BLENDTEC PROPERTY CONTRACTOR FAILS TO RETURN IN ACCORDANCE WITH SECTION 11 HEREIN.

7. **Expenses Assumed by Contractor.** Contractor shall be responsible for any and all expenses incurred for the services provided herein. Unless otherwise approved in writing, BLENDTEC shall not reimburse Contractor for any expenses incurred by Contractor in connection with the Services. Any and all travel arrangements will be solely made-by, and the responsibility of the Contractor.
8. **Payment.** Payments are issued and mailed each week for work completed through the previous end of workweek, as defined in the Exhibit A schedule. In some cases, payments will not be made until the Services are completed to the reasonable satisfaction of BLENDTEC and/or BLENDTEC customer.
9. **Independent Contractor.**
 - 9.1 BLENDTEC and Contractor acknowledge and agree that Contractor is an independent contractor, and not in an employer-employee relationship with BLENDTEC or BLENDTEC's customers, and that Contractor will have no authority to bind BLENDTEC or its customers or otherwise incur liability on behalf of BLENDTEC or its customers except as specifically provided in this Agreement.
 - 9.2 BLENDTEC will have no obligation whatsoever to provide any employee benefits or privileges of any kind or nature to Contractor, including, without limitation, workers compensation insurance, insurance benefits, pension benefits, or annual bonuses.
 - 9.3 Contractor agrees that BLENDTEC is not responsible to collect or withhold federal, state, or local taxes, income tax, social security or sales tax, and that any and all taxes imposed, assessed or levied as a result of this agreement or the payment made to Contractor hereunder shall be paid by Contractor. In the event that the Internal Revenue Service, Utah Department of Revenue or other governmental agency should question, or challenge the independent contractor status of Contractor, the parties hereto mutually agree that both Contractor and BLENDTEC shall have the right to participate in any discussion or negotiation occurring with such agency or agencies, irrespective of when or by whom such discussions or negotiations initiated.
 - 9.4 BLENDTEC recognizes and acknowledges the independence of the Contractor's own business activities and this created relationship in no way prohibits or inhibits the Contractor from advertising its services to others or holding itself out to the public as such, provided that such advertising or provision of services do not violate any term of this Agreement, including without limitation, the terms within Section 12 herein.
 - 9.5 Contractor shall supply/provide tools necessary to complete Services, at no additional cost to BLENDTEC, unless a unique or specific tool is required by a BLENDTEC client or is otherwise outlined in Exhibit A.
10. **Quality of Service.** Contractor represents that the Services will be completed within the time period set forth in any applicable Exhibit A or any future addendum thereto. Contractor shall perform the Service with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by Contractor's profession, and Contractor shall be responsible for the professional quality, technical accuracy, completeness, and other items and Services furnished under this Agreement. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in performance of the Services. If Contractor fails to meet applicable professional standards, Contractor shall without additional compensation correct or revise any errors or deficiencies in its service. Contractor shall reimburse BLENDTEC for any damage or loss incurred by BLENDTEC or a BLENDTEC client property as a result of Contractor's performance of the Services.

11. **BLENDTEC Property; Work Made for Hire.** Any and all documents, reports, tools, equipment, software, hardware, reports and other materials or information provided to Contractor by BLENDTEC or a BLENDTEC client shall be the exclusive property of BLENDTEC at all times and such BLENDTEC property shall not be used by Contractor on other projects without BLENDTEC's express written consent. All BLENDTEC property shall be returned to BLENDTEC upon request of BLENDTEC or no later than five (5) business days upon completion of this assignment or Termination of this Agreement. Title and full ownership of any invention developed by Contractor while performing the Services, whether patentable or otherwise, shall vest in BLENDTEC. Any development, modification or translation by Contractor of copyrightable material shall be considered a "work made for hire" under the United States copyright laws, and the copyright in and to such material shall belong to BLENDTEC. To the extent the development, modification or translation may not be deemed a "work made for hire", Contractor shall be deemed to have assigned all copyright rights therein to BLENDTEC, and Contractor shall execute all documents required by BLENDTEC to effect such assignment. Contractor shall promptly provide BLENDTEC with copies of all developments, modifications or translations made by or for Contractor. Contractor shall not assert or establish a claim for any statutory or common law patent or copyright or any other possessory or proprietary right on any of the above. Contractor shall fully cooperate with BLENDTEC in registering, creating or enforcing any patents, copyrights, or other possessory or proprietary rights arising hereunder, provided that in the event any assistance by Contractor is requested and rendered pursuant to this paragraph, BLENDTEC shall reimburse Contractor for all out-of-pocket expense incurred by Contractor in rendering such assistance, including pro-rated payment in accordance with this Agreement for Contractor's time spent in such assistance.

12. **Confidentiality.** Contractor agrees that any non-public information Contractor receives or reviews concerning BLENDTEC during Contractor's performance hereunder, including, but not limited to, (1) the terms and conditions of this Agreement, or (2) any information concerning BLENDTEC's past, present and future research, marketing, development, operations and business activities, clients, client files, rates, financial information and any other information or material proprietary to BLENDTEC ("Confidential Information") is proprietary and confidential to BLENDTEC. The Contractor agrees to hold in confidence and not to directly or indirectly reveal, report, publish, disclose or transfer any of the Confidential Information to any person or entity, or utilize any of the Confidential Information for any purpose, except as may be agreed in writing in advance between BLENDTEC and the Contractor. Contractor may not download, copy, reveal, or transmit any Confidential Information of BLENDTEC or a BLENDTEC client without prior written permission from BLENDTEC.

13. **Default and Termination.**

13.1 This Agreement may be terminated by Contractor with a written 30 (thirty) day notice and end of contract is at the completion of show. BLENDTEC may terminate this Agreement at any time upon one (1) day written notice, but such termination shall only be effective upon payment in full by BLENDTEC to Contractor for Services rendered prior to the effective time of termination. Upon Contractor's receipt of notice of cancellation or termination from BLENDTEC, Contractor shall immediately discontinue all Services unless the notice directs otherwise, and shall deliver immediately to BLENDTEC all hardware, tools, documents, or other material and information, whether completed or in process, accumulated by Contractor in performance of the Services. In the event BLENDTEC terminates this Agreement in whole or in part as a result of Contractor's default, BLENDTEC may take over and arrange for completion of performance of the Services, and Contractor shall be liable to BLENDTEC for all additional costs incurred by BLENDTEC for such completion of performance. BLENDTEC may proceed with any and all remedies available to BLENDTEC at equity or at law for breach of this Agreement by Contractor.

13.2 **Default.** If either party to this Agreement defaults in the performance of any term, condition, or warranty hereof, the non-defaulting party may terminate this Agreement immediately upon written notice and pursue any other remedy available in law or in equity.

14. **Survival.** The parties agree that the terms and conditions set forth in this Agreement shall survive termination of this Agreement for any reason.

15. **Indemnity.** Contractor hereby agrees to indemnify and hold harmless BLENDTEC, its affiliated companies, their respective officers, directors, employees and agents and the BLENDTEC's client (the "Indemnified Parties"), from and against any and all claims, liabilities, losses, damages, judgments, penalties or expenses (including reasonable attorneys' fees and litigation expenses), which may be imposed upon, incurred by or recovered from the Indemnified Parties as a direct or indirect result of Contractor's performance of, or failure to perform, his obligations under this Agreement, or Contractor's negligence or willful misconduct in performance of the Services.

16. **No Assignment.** Contractor may not assign this Agreement or delegate any duties hereunder without the prior written consent of BLENDTEC.

17. **Notices.** Any notices or demands or other communications required or permitted hereunder shall be in writing and shall be effective upon the earlier of transmission of a facsimile, actual receipt of notice, or three (3) days after deposit in a regularly maintained receptacle of the United States Postal Service, postage prepaid, and addressed as provided below or as the parties may from time to time designate in writing.

18. **Governing Law.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Utah and the United States of America.

19. **Entire Agreement.** This Agreement contains the entire agreement between Contractor and BLENDTEC with respect to the Services and the subject matter hereof. All prior agreements and understandings are superseded by this Agreement. No provision of this Agreement may be modified, waived, terminated or amended except by a written instrument executed by the parties hereto. No waiver of a breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or other provisions hereof.

20. **Severability/Construction.** If any provision of this Agreement is prohibited by law or held to be invalid, illegal, or unenforceable, the remaining provisions hereof shall not be affected, and this Agreement shall continue in full force and effect. This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against either party. The headings contained in this Agreement are inserted purely as a matter of convenience and neither form an operative part of it nor are to be used in interpreting its meaning.

IN WITNESS WHEREOF, this Independent Contractor Agreement is effective as of the day and year first set forth above.

BLENDTEC:

CONTRACTOR:

Authorized Signature

Authorized Signature

Print Name and Title

Print name and Title