

OUReports Sale Agent Independent Contractor Agreement

This OUReports Sale Agent Independent Contractor Agreement (this "Agreement") is made effective as of the day of the OUReports Sale Agent (Contractor) registration on the OUReports.com site.

In the Agreement the party who is granting the right (Yanbor LLC) to use the licensed property OUReports will be referred to as "Yanbor", the party who is purchasing and/or is receiving the right to use the licensed property will be referred to as "Perspective Client", and the party who is receiving the right to assist of selling the licensed property to the Perspective Client will be referred to as "Contractor".

WHEREAS, Yanbor has and is continuing developing proprietary software known as the Online User Reporting system (OUReports) for customized reports and data analysis ("OUReports") which is owned by Yanbor LLC. ("Yanbor"). The Contractor is agreeable of providing the OUReports sale assistance services on the terms and conditions set out in this agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties do hereby agree as follows:

1. **OWNERSHIP.** Yanbor LLC has and is continuing developing proprietary software known as the Online User Reporting system (OUReports) for customized reports and data analysis ("OUReports") which is owned by Yanbor LLC. ("Yanbor")
2. **DEFINITIONS.** For purposes of this Agreement, the following definitions shall apply:
 - (a) "Documentation" shall mean the technical written material which relates to the OUReports Service, describes the functionality of the OUReports Service and instructs Perspective Client personnel in the use of the OUReports Service, as may be amended, revised or corrected from time to time by Yanbor.
 - (b) "Software" shall mean both source code and supplemental database structure of the computer systems related to the OUReports, Yanbor software, as may be amended, revised or corrected from time to time by Yanbor.
 - (c) "Supported Environment" shall mean the configuration and conditions, as stated in the applicable Documentation, intended by Yanbor for the OUReports Service DEMO licensed to use by Contractor to the terms of this Agreement.
3. **SERVICES PROVIDED.** In consideration for the purchase by Perspective Client of the OUReports Service or Software the Contractor hereby agrees to provide the following Services to the Yanbor: finding Perspective Clients, introducing OUReports to them and then to send the initial email about OUReports site and Business Proposal using OUReports Sale Agent page at OUReports.com, answering Perspective Client questions,

provide Perspective Client with demonstration of OUReports functionality using DEMO on OUReports.com site, helping Perspective Client with signing Sale Service or Software agreements.

4. **COMPENSATION.** 10% of the sale price of OUReports Service or Software to the Perspective Client will be delivered to Contractor's PayPal account associated with Contractor's email address provided during initial registration at OUReports Sale Agent page at OUReports.com. This payment shall be completed during 10 days after Yanbor has received payment from the Client. **IMPORTANT:** In order the compensation to be send to the right Contractor, the Perspective Client should provide the Contractor's id during registration. The initial email the Contractor send to the Perspective Client from the OUReports Sale Agent page at OUReports.com contains the link for Client's registration with Contractor id as parameter. It is the Contractor responsibility to advice the Perspective Client of using the link from the email to be registered.
5. **OWNERSHIP OF INTELLECTUAL PROPERTY.** All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Yanbor. The use of the Intellectual Property by the Yanbor will not be restricted in any manner. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Yanbor. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.
6. **GRANT OF LICENSE.** Yanbor owns the Online User Reporting system ("OUReports"). In accordance to this agreement Yanbor grants to Contractor a non-exclusive license to use the OUReports Service DEMO site for demonstration to Perspective Clients. Yanbor retains the title and ownership of the OUReports software and service.
7. **REIMBURSEMENT.** Contractor will not be reimbursed for any expenses incurred in connection with providing Services of this Agreement.
8. **RENEWAL AND TERMINATION.** Yanbor automatically renews to Contractor a non-exclusive license to use OUReports Service DEMO for the OUReports demonstration to the Client if no termination, nor modification requests are received by both Parties. This Agreement may be terminated at any time with 10-day notice from any Party.
9. **CAPACITY/INDEPENDENT CONTRACTOR.** In providing Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as a employee. The Contractor and Yanbor acknowledge that this agreement does not create a

partnership or joint venture between them and is exclusively a contract for service. The Yanbor is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension, or any other employee benefit for the Contractor during this Agreement. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

10. **DEFAULTS.** If Contractor fails to abide by the obligation of this Agreement, Yanbor shall have the option to cancel this Agreement by providing 5 days' written notice to Contractor. Contractor shall have the option of preventing the termination of this Agreement by taking corrective action that cures the default, if such corrective action is taken prior to the end of the time period, stated in the previous sentence, and if there are no other defaults during such time period.
11. **CONFIDENTIAL INFORMATION.** The term "Confidential Information" means any information and material which is proprietary to Yanbor, whether or not owned or developed by Yanbor, which is not generally known other than by Yanbor, which Contractor may obtain through any direct or indirect contact with Yanbor. Regardless of whether specifically identified as confidential or proprietary, Confidential Information shall include any information provided by Yanbor concerning the business, technology and information of Yanbor and any third party with which Yanbor deals, including, without limitation business records and plans, trade secret, technical data, product ideas, contracts, financial information, pricing structure, discounts, computer programs and listings, source code and/or object code, copyrights and intellectual property, inventions, sales leads, strategic alliances, partners, and customer and client lists. The nature of the information and the manner of disclosure are such that the reasonable person would understand it to be confidential.

A. Confidential Information does not include:

- matter of public knowledge that result from disclosure by Yanbor;
- information rightfully received by Contractor from a third party without a duty of confidentiality;
- information independently developed by Contractor;
- information disclosed by operation of law;
- information disclosed by Contractor with the prior written consent of Yanbor;
- any information that both parties agree in writing is not confidential.

12. **PROTECTION OF CONFIDENTIAL INFORMATION.** Contractor understand and acknowledges that Confidential Information is developed or obtained by Yanbor by the investment of significant time, effort and expense that the Confidential Information is a valuable, special and unique asset of Yanbor which provides Yanbor with significant competitive advantage and needs to be protected from improper disclosure. In consideration of the receipt by Contractor of any Confidential Information, Contractor agrees as follows:

- A. **No Disclosure.** Contractor will hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity without the prior written consent of Yanbor.
 - B. **No Copying/Modifying.** Contractor will not copy or modify the Confidential Information without the prior written consent of Yanbor.
 - C. **Unauthorized use.** Contractor shall promptly advise Yanbor if Contractor becomes aware of any possible unauthorized disclosure or use of the Confidential Information.
 - D. **Application to Employees.** Contractor shall not disclose any Confidential Information to any employees of Contractor, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom the Confidential Information is disclosed shall sign the non-disclosure agreement substantially the same as this Agreement at the request of Yanbor.
13. **ARBITRATION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation within 30 days, the parties will resolve the dispute using the below Alternative (ADR) procedure. Any controversies or disputes arising out of or relating to this Agreement will be resolved by binding arbitration under the rules of the American Arbitration Association. The Arbitrator award will be final, and judgment may be entered upon it by any court having proper jurisdiction.
14. **WARRANTIES.** Neither party makes any warranties with respect to any use, sale or other transfers of OUReports by the other party or by any third party, and Contractor accepts the product "AS IS". In no event Yanbor will be liable for direct, indirect, special, incidental, or consequential damages, that are in any way related to the OUReports.
15. **TRANSFER OF RIGHTS.** This agreement shall be binding on any successors of the parties.
16. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior oral or written agreement between the parties.
17. **AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.
18. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
19. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such

provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

20. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Arizona.

21. **SINGNATORIES.** This Agreement is signed on behalf of Yanbor by default and on behalf of Contractor by clicking the check box "I read and agreed to Terms and Conditions" at the OUReports Sale Agent page at OUReports.com, and effective as of the date the Contractor registered as OUReports Sale Agent on OUReports.com site.