

Cybernetic Inc

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INDEPENDENT CONTRACTOR AGREEMENT

This document hereinafter referred to as the **Agreement**, made this 23rd day of April, 2011, by and between Cybernetic Inc., Chicago, IL, hereinafter referred to as **Company** and Jay Sanford herein after referred to as **Independent Contractor**.

Whereas, **Company** desires to utilize the services of the **Independent Contractor** at the facility of

ITT Corporation and Capax Global, located at various locations (including locations deemed "remote" such as a home office) herein after referred to as **Client** for an estimated duration of 800 hours commencing on or about 4/25/2011.

This Agreement includes other subsequent **Client** work projects, and whereas **Independent Contractor** has been retained by the **Company**, the parties agree as follows:

Provision 1. The **Company** shall pay the **Independent Contractor** for services rendered on an hourly basis at the rate of \$ 45.00 per hour. The **Independent Contractor** will provide services to the **Company** and its **Client**, and invoice **Company** only for service hours actually worked. The **Company** will pay any travel and associated expenses on an invoiced basis only per the following limits:

- Airfare: Coach/Economy class is the only allowed ticket fare.
- Car rental: Intermediate or smaller only.
- Meals: A maximum of \$50 (including gratuities) per day is allowed. Note: This is not a per diem.
- Lodging: A maximum of \$160/day is allowed. Rates exceeding this must be approved by the **Company**.

The **Company** must approve in writing all hours worked by the **Independent Contractor**. The **Company** will pay all approved invoices on the 1st of each month.

Provision 2. The **Independent Contractor** guarantees that he will provide services to the **Company** at the hourly rate established above for a period of six (6) months from the date of this **Agreement**. A new billing rate may be negotiated after six (6) months.

Provision 3. The **Independent Contractor's** Tax Number is 52-0038192. The **Independent Contractor** fully and thoroughly understands that according to the provisions of the Internal Revenue Service Code, he/she is responsible for reporting all **Company** payments to the IRS. The **Independent Contractor** is fully responsible for the payment of any associated taxes to both the Federal and State Governments on all **Company** payments. The **Company** will supply the **Independent Contractor** with an IRS Form 1099 at the close of each calendar year. The 1099 will be provided to the **Independent Contractor** no later than January 31 of the following year.

Provision 4. The **Independent Contractor** thoroughly and fully understands that he is providing services in an **Independent Contractor** capacity, and is totally responsible for the payment of any and all taxes, insurances and fringe benefits. The **Company** shall only be responsible for payment of invoices rendered by the **Independent Contractor** at the rate specified in Provision 1. **Independent Contractor** work performed against rendered invoices must be approved in writing by the **Company**.

Provision 5. The **Independent Contractor** fully and thoroughly understands that the **Company** has spent substantial sums of time and money in developing business and a working relationship with the **Client**. Therefore, the **Independent Contractor** fully and completely agrees that he/she shall not solicit any form of business, direct or indirect employment, nor shall he/she perform any services for the **Client** in any manner other than under the **Independent Contractor** relationship as outlined in this **Agreement**. The **Independent Contractor** shall not assign any additional independent contractors, employees or subcontractors to the

Client without direction and permission of the **Company**. In the event that the **Company** shall give permission to the **Independent Contractor** to assign additional personnel to work on the **Client's** project, the terms and conditions of this **Agreement** shall be binding upon the additional personnel assigned, and all invoicing to the **Client** shall be done by the **Company**. Furthermore, the **Independent Contractor** agrees not to solicit business directly, indirectly or through any other Consulting Firm for a period of two (2) years following termination of the project with the **Client**, or with any other **Clients** that the **Company** may introduce to the **Independent Contractor**. Additionally, the **Independent Contractor** has agreed not to reveal the nature of this agreement or any such detail to the **Client** up to and including the status of "contractor". Should the **Independent Contractor** violate any term or condition of this provision, the **Independent Contractor** hereby agrees to pay to the **Company** the sum of \$10,000, or 25% of the gross business billed by the **Independent Contractor**, whichever is greater, as liquidated damages.

Provision 6. Independent Contractor does hereby covenant and agree that:

Should any inventions or discoveries be made or developed in connection with, or arising out of services performed under this **Agreement**, by the **Independent Contractor**, or jointly with **Company** employees or **Client** employees, and/or by any other consultants or associates involved in the **Client** project, all such inventions or discoveries as well as any Patents that may be granted thereon in the United States of America or in any foreign country, shall be the property of the **Company**.

Independent Contractor further agrees that without charge to the **Company**, and subject to the services performed by the **Independent Contractor**, he/she will execute all papers and do all acts which may be necessary, desirable or convenient to enable the **Company** to file for Patent Papers and vest all title and interest therein to **Company** for purpose of assignment or dealing otherwise with said Patents or discoveries.

Independent Contractor further covenants that the **Independent Contractor** will not reveal any information concerning the business of the **Company**, or the **Client**, including Engineering or Design concepts, new technology, shop practices, processes and methods of operation to anyone other than the **Company** or persons designated by the **Company**, or persons designated to the **Company** by the **Client** for the receipt of such information.

Provision 7. The **Independent Contractor** understands that it is impossible for the **Company** to specify the length of time involved in this project. Furthermore, he/she understands that his/her services will be utilized in accordance with workload requirements and may be terminated at any time without notice or obligation by the **Company**.

Provision 8. All parties, **Company** and **Independent Contractor**, acknowledge that they have read this **Agreement**, understand it completely, and agree to be bound by it now and forever. This is the complete and exclusive statement of the **Agreement** between parties, which supersedes all proposals, oral or written, and all communication between parties relating to the subject matter of this **Agreement**.

Independent Contractor

Date

Cybernetic Inc.

Date

Witness

Date