

INDEPENDENT CONTRACTOR AGREEMENT

This INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") has been made and entered into as of the Signature Date of this Agreement, by and between Meta-Systems Documentation, Inc. (the "Corporation") and the Contractor named on the Signature Page (the "Contractor"):

WHEREAS, the Corporation desires to ensure that it can employ the services of Contractor;

WHEREAS, the Contractor has expertise that is of unique value to the Corporation and its clients; and

WHEREAS, the Corporation has offered assignment(s) to the Contractor subject to the terms and conditions in this Agreement and the Contractor has indicated the Contractor's willingness to accept such assignment.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises set out below, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. CONTRACT ACCEPTANCE. The Corporation agrees to retain the Contractor and the Contractor agrees to accept the assignment with the Corporation in accordance with the terms and conditions of this Agreement.

2. TERM. The Contractor agrees to render services under this Agreement during the period (the "Assignment Period") starting on the Starting Date on the Signature Page and ending on the earlier of the "date of notice of termination" given by the Corporation to the Contractor, or the "date of resignation" given by the Contractor to the Corporation. For purposes of this Agreement the "date of resignation" will be two (2) weeks after Contractor notifies the Corporation of his or her intention to resign.

3. COMPENSATION. For all services rendered by the Contractor under this Agreement during the Assignment Period, and subject to the performance of those duties fully in accordance with this Agreement, the Corporation shall pay the Contractor, and the Contractor agrees to accept, the hourly amount on the Signature page, payable on a bi-weekly basis. The Contractor agrees that the Corporation shall not be required to reimburse the Contractor for any out-of-pocket costs, including but not limited to travel and living costs, unless the Corporation has agreed to such reimbursement specifically in writing before such costs are incurred.

4. DUTIES.

a. The Contractor is engaged to perform services for and on behalf of the Corporation, including the performance of such duties as are delegated or assigned to the Contractor by the Corporation. The Contractor shall exert the Contractor's best efforts and devote his or her exclusive business time and attention to providing the assignment services to be rendered under this Agreement. The Contractor recognizes that the nature of the services to be performed under this Agreement may require that these services be rendered successively, in one or more places of work other than the Corporation's address as set out on the Signature Page, and under the immediate supervision, successively, of one or more clients of the Corporation. The Corporation may, on reasonable notice to the Contractor, from time to time during the Assignment Period, direct the Contractor to report for duties at any place of work under the supervision of a representative of the Corporation or of any client of the Corporation.

b. The Contractor represents that all the information provided by the Contractor to the Corporation in connection with the entering into of this Agreement, including but not limited to information provided in any resume, interview, conversation or correspondence, is true, correct, complete and not misleading.

c. The Contractor agrees that while the Contractor is performing services hereunder, under the immediate supervision of a client of the Corporation or otherwise, the Contractor shall conduct himself or herself in accordance with the highest standards and shall provide competent professional and technical services in the required disciplines.

d. The Contractor agrees to be bound by all provisions of the contract between the Corporation and the Corporation's client(s) as if the terms of the contract are set forth herein and the Corporation is the Government. The Contractor warrants that it has read all the terms of the contract between the Corporation and the Corporation's clients under which the Contractor is being assigned under this Agreement.

5. NONCOMPETITION. Contractor agrees that during the Assignment Period and for (1) year following the Assignment Period, Contractor will not, within a 75-mile radius of the address of the Corporation on the Signature Page, for his or her own account or for any person or organization, directly or indirectly, (a) render or attempt to render services or provide products to any clients of the Corporation to which Contractor has been introduced, or about which Contractor has received information through the Corporation, or (b) provide information to another person which, by itself or with other information, assists or could assist such other person in providing services or providing products to such clients, without the prior written consent of the Corporation. For the purposes of this paragraph, the term "client" includes any customers, subcontractors, or clients of the client for whom the Contractor renders any services, directly or indirectly.

6. CONFIDENTIALITY. The Contractor shall not, during the Assignment Period or thereafter, communicate or divulge to or use for the benefit of any person or firm any of the trade secrets, confidential business information or data of the Corporation, any company or entity controlled by or under common control of the Corporation, or any client of the Corporation, communicated to or acquired by the Contractor while in the assignment of the Corporation. The Contractor agrees that any and all files, working papers, tapes, documents, memoranda or other materials used or prepared by the Contractor or to which the Contractor has access in the course of his or her assignment will remain the sole property of the Corporation. Upon termination of the Assignment Period the Contractor shall not, without the written consent of the Corporation, remove or retain any originals or copies of such files, working papers, tapes, documents, memoranda or other materials; and he or she shall turn over to the Corporation all such materials which are in his or her possession, custody or control.

7. NO CHANGES; STRICT PERFORMANCE; CONFORMITY TO LAW. No change or modification of the Agreement shall be valid unless it is in writing and signed by both parties. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the person against whom it is sought to be enforced. The failure of any party at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same condition, promise, agreement, or understanding at any future time. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof. If any provision of this Agreement is held to be invalid, such provision shall not be severed from this Agreement; instead, the scope of the rights and duties created thereby shall be reduced by the smallest extent necessary to conform such provision to applicable law, preserving to the greatest lawful extent the intent of the parties to create such rights and duties as set out in this Agreement.

8. GOVERNING LAW. This Agreement shall be subject to and governed by the laws of Maryland and shall be enforced only in the federal and state courts located in such State.

9. BENEFIT AND BURDEN. This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors, heirs, and personal representatives. This Agreement shall not be assignable by the Contractor.

10. NOTICE. Notice under this Agreement shall be deemed to be given upon notification in writing personally delivered to the Contractor or the President of the Corporation, or upon the mailing by certified mail, postage paid, of notification to Contractor to his or her then current address as shown in the payroll records of the Corporation, or to Corporation to the address on the Signature Page, Attention: President.

11. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties. No statement, promise or inducement made by any party hereto, or agent of either party hereto, which is not contained in this written Agreement, shall be valid or binding. This Agreement supersedes all previous agreements between the parties.

INDEPENDENT CONTRACTOR AGREEMENT

Name of Contractor _____

Starting Date of Assignment _____

Initial Client _____ Assignment Period

_____ Indefinite _____ Temporary

Hourly rate _____

Expected Length of Assignment with This Client _____

The undersigned have carefully read, and understand, the Agreement of which this Signature Page is a part and fully agree to its terms and conditions. Contractor acknowledges receiving a signed copy of this Agreement, which consists of 4 pages including this Signature Page.

IN WITNESS WHEREOF, the Corporation has caused this Agreement to be signed by its authorized officer, and the Contractor has signed this Agreement, on the Signature Date below.

CONTRACTOR

META-SYSTEMS DOCUMENTATION, INC.

Name - Signature

By: _____

Title: _____

FEIN / SSN

Address: P.O. Box 771

Mt. Airy, MD 21771

Date

Date

Name - Print

Address and Telephone:

