



GENERAL AGREEMENT

THIS AGREEMENT, made on Friday, January 30, 2009, by and between group of companies: THETABIZ CORPORATION with principal offices located at SOME ADDRESS; then THETABIZ LTD, SOME ADDRESS; then THETABIZ S.A. of Suite 458, Apdo 0832-2745, World Trade Center, Panama City, Republic of Panama collectively referred to as **Thetabiz™ Group** (“**Thetabiz™ Group**”) and FIRST NAME LAST NAME of ADDRESS (“**Thetabiz™ Agent**”).

WITNESSETH: That in consideration of the mutual covenants and agreements to be kept and performed on the part of said parties hereto, respectively as herein stated, the Thetabiz™ Group does hereby covenant and agree that it shall:

1. **Schedule of Fees and Services.** Define, confirm and keep accurate the list of services provided by Thetabiz™ Agent to the Thetabiz™ Group including the honorary fees for such service (“Schedule of Fees and Services”). The Schedule of Fees and Services will be amended from time to time in by mutual agreement;
2. **Honorary Commission.** Pay in advance the services provided by Thetabiz™ Agent;
3. **Petty Cash Account.** Maintain a petty cash account in the name of Thetabiz™ Agent which will be mutually updated. Such account can be in form of double entry accounting or in form of the Excel spreadsheet.
4. **Expenses.** During the term of this Agreement, the Contractor shall bill and the Company shall reimburse him for all reasonable and approved out-of-pocket expenses which are incurred in connection with the performance of the duties hereunder. Notwithstanding the foregoing, expenses for the time spent by Contractor in traveling to and from Company facilities shall not be reimbursable.

And Thetabiz™ Agent covenants and agrees to following, which can be amended from time to time:

1. **Agent performs tasks at such time determined by his own decision.** That means that agent has control over his own time in full and can solely decide about his time. It has been understood that agents works with good will and in good faith and that does not unnecessarily delay the task performances.
2. **The agent shall not perform tasks nor calculate commissions or expenses of the agent unless specifically agreed previously with the corporation.** It is not possible to incur expenses to corporation without specific prior approval. The approval for expenses will undergo the standard policy.
3. **Agent is able to accept or deny performance of tasks.** That means that agent shall by good faith send back the communication if he denies the performance of such tasks, while the reason of denial need not be stated. Such denial shall not have any consequences for the agent.
4. **Agent shall get the commission agreed previously and for which the agent will be satisfied.** The agent shall not remain unpaid for his task performance and commission of the agent shall be paid out timely and by previous agreement.
5. **In case of dispute regarding payments there is 14 days period to give notice.** The period begins with the date when both parties have received the cash account evidence such as Excel spreadsheet. If the agent or the corporation the payment of agent's commissions or expenses incurred by the agent there shall be 14 days period to give notice about that and matters shall be solved by mutual consent. If the matter cannot be solved by mutual

consent, certified public accountant shall be asked to intermediate and shall review the receipts of the agents and expenses and payments occurred and our previous agreements in order to settle such dispute.

6. **Any and all payments including expenses of the agent can be paid only if the agent keeps or maintain enough funds of the corporation under his own control.** That means that agent cannot pay for expenses of the corporation or his own expenses if he has not got the money from the corporation or if he has no warranty by the corporation or enough assumptions that such money would be paid back to him.
7. **For each agent, the company maintains the cash account which shows all transactions, incoming and outgoing. All receipts such as for gasoline, taxes, and for any other expenses of the agent are to be kept for bookkeeping. The agent is actively involved in the maintenance of the cash account. The transactions must appear in the cash account held usually as Excell spreadsheet not longer than 72 hours after the expense.**

III. Other terms to be observed by and between the parties:

1. **Written Reports.** The Company may request that project plans, progress reports and a final results report be provided by Contractor on a monthly basis. A final results report shall be due at the conclusion of the project and shall be submitted to the Company in a confidential written report at such time. The results report shall be in such form and setting forth such information and data as is reasonably requested by the Company.
2. **Independent Contractor.** Subject to the terms and conditions of this Agreement, the Company hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.
3. **Inventions.** Any and all inventions, discoveries, developments and innovations conceived by the Contractor during this engagement relative to the duties under this Agreement shall be the exclusive property of the Company; and the Contractor hereby assigns all right, title, and interest in the same to the Company. Any and all inventions, discoveries, developments and innovations conceived by the Contractor prior to the term of this Agreement and utilized by him in rendering duties to the Company are hereby licensed to the Company for use in its operations and for an infinite duration. This license is non-exclusive, and may be assigned without the Contractor's prior written approval by the Company to a wholly-owned subsidiary of the Company.
4. **Confidentiality.** The Contractor acknowledges that during the engagement he will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the Company and/or used by the Company in connection with the operation of its business including, without limitation, the Company's business and product processes, methods, customer lists, accounts and procedures. The Contractor agrees that he will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Company, whether prepared by the Contractor or otherwise coming into his possession, shall remain the exclusive property of the Company. The Contractor shall not retain any copies of the foregoing without the Company's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Company, the Contractor shall immediately deliver to the Company all such files, records, documents, specifications, information, and other items in his possession or under his control. The Contractor further agrees that he will not disclose his retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of the Company and shall at all times preserve the confidential nature of his relationship to the Company and of the services hereunder.
5. **Conflicts of Interest; Non-hire Provision.** The Contractor represents that he is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, the Contractor, in rendering his duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which he does not have a proprietary interest. During the term of this agreement, the Contractor shall devote as much of his productive time, energy and abilities to the performance of his duties hereunder as is necessary to perform the required duties in a timely and productive manner. The

Contractor is expressly free to perform services for other parties while performing services for the Company. For a period of six months following any termination, the Contractor shall not, directly or indirectly hire, solicit, or encourage to leave the Company's employment, any employee, consultant, or contractor of the Company or hire any such employee, consultant, or contractor who has left the Company's employment or contractual engagement within one year of such employment or engagement.

6. **Right to Injunction.** The parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement and the rights and privileges granted to the Company under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the Contractor of any of the provisions of this Agreement will cause the Company irreparable injury and damage. The Contractor expressly agrees that the Company shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Contractor. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the Company may have for damages or otherwise. The various rights and remedies of the Company under this Agreement or otherwise shall be construed to be cumulative, and no one of the them shall be exclusive of any other or of any right or remedy allowed by law.
7. **Merger.** This Agreement shall not be terminated by the merger or consolidation of the Company into or with any other entity.
8. **Termination.** The Company may terminate this Agreement at any time by 10 working days' written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the Company, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the Company at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.
9. **Independent Contractor.** This Agreement shall not render the Contractor an employee, partner, agent of, or joint venturer with the Company for any purpose. The Contractor is and will remain an independent contractor in his relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
10. **Insurance.** The Contractor will carry liability insurance (including malpractice insurance, if warranted) relative to any service that he performs for the Company.
11. **Successors and Assigns.** All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
12. **Arbitration.** Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in Miami, Florida in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.
13. **Headings.** Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
14. **Assignment.** The Contractor shall not assign any of his rights under this Agreement, or delegate the performance of any of his duties hereunder, without the prior written consent of the Company.
15. **Notices.** Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the postal mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by electronic mail, it will be deemed delivered if the sending party receives confirmation of the receipt in any written form. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the postal mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to the Thetabiz™ Agent:
FIRST NAME LAST NAME
ADDRESS
E-mail: email@example.com

If to the Thetabiz™ Group:
Suite 458, Apdo 0832-2745, World Trade Center, Panama City, Republic of Panama
E-mail: support1@thetabiz.com

16. **Change of Contact Informations.** Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.
17. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
18. **Entire Understanding.** This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
19. **Unenforceability of Provisions.** If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.
20. **Choice of Law.** The laws of the state of United States shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
21. **Waiver.** Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
22. **Entire agreement.** This agreement shall be binding upon the parties, their successors, assigns and personal representatives. Time is of the essence on all undertakings. This agreement shall be enforced under the laws of the United States. This is the entire agreement.

Signed the day and year first above written:

THETABIZ™ GROUP

(SIGNED BY: _____)

THETABIZ™ AGENT (ID: 1234)

(SIGNED BY FIRST NAME LAST NAME)