

INDEPENDENT CONSULTANT AGREEMENT

1. *Parties*

- A. VISUAL ELECTRONICS LTD Corporation (hereinafter "VEL"), located at 8200 E. Pacific Place, Suite 103, Denver Colorado 80231
- B. CONSULTANT (hereinafter "Consultant"), Highlands Ranch, CO.

2. *Scope*

This Agreement is made with Consultant as an independent contractor and not as an employee of VEL. Consultant hereby agrees to provide professional services and complete specific projects as outlined by VEL. [ENTER DESCRIPTION OF PROJECT - INCLUDE START DATE].

3. *Payment*

Your price for this PROJECT DESCRIPTION WILL BE \$000.00]. Estimated 2 project days for specific client. Assigned client will be [CLIENT NAME]. You will receive payment within 10 business days of VEL receiving payment from client.

4. *Data and Copyrights*

- A. All data prepared or originated by Consultant in the performance of services or work under this Agreement ("Data") shall be considered works made for hire and the property of VEL.
- B. Consultant does not maintain any rights to VEL information regarding their products, services, technology, methods. Processes, tools, practices, and systems
- C. All VEL materials remain the sole property of VEL and shall not be sold, used, or reissued without the permission of VEL.

5. *Risk Of Loss / Indemnification*

Consultant shall indemnify and hold harmless VEL, its officers and employees, from any loss, cost, damage, expense, or liability by any reason of property damage or personal injury of whatsoever nature arising out of, as a result of, or in connection with such Consultant's performance.

6. *General Terms and Conditions*

- A. If on site, consultant will maintain a professional image, dressing appropriately; presenting the most positive impression of VEL at all times. Consultant's conduct should embrace a philosophy of honesty, integrity, and commitment to quality and customer satisfaction.
- B. Consultant will not present, discuss, mention, or allude to services or products that they may provide to VEL's client privately, or via other vendor's services. If an opportunity for further services or products with VEL's client presents itself to the Consultant, Consultant will provide that information directly to VEL.
- C. Consultant does not have any authority to provide commitments or promises on VEL's behalf or to discount any projects or assignments or portions therein.
- D. Consultant cannot, under any circumstances, contract or subcontract any tasks or projects as assigned by VEL without prior approval of VEL.
- E. The laws of the State of Colorado shall govern all questions relative to the interpretation and construction of this Agreement and to the performance hereof. This Agreement represents the entire understanding of the parties with respect to the business described herein, and no further amendment or modification shall be effective unless in writing and signed by all parties hereto.

7. Confidential Disclosure Agreement

- A. *Ownership of Confidential Information and Nondisclosure.* All confidential information of VEL received by Consultant is the exclusive property of VEL. During the term of this Agreement or at any later time, Consultant may not use for its own or other’s benefit or purposes, or disclose or communicate to any person, directly or indirectly, any confidential information of any kind concerning any matters affecting or relating to VEL or its business, except as strictly required to perform the services under this Agreement.

- B. *Ownership of VEL Accounts and Candidates, Materials Produced and Use and Return of Information, Documents, and Things.* Consultant agrees that all accounts, candidates, information, documents and things (including, but not limited to, candidate information, printouts, disks, tapes, programs, documentation, reports, records, notes, supplies, equipment, designs, drawings, and all business, product, marketing, sales, and training materials or information) which come into its possession or control by reason of this Agreement are the property of VEL. Consultant agrees not to use them in any way except in the regular course of business and consistent with VEL policies and Consultant will return them to VEL promptly upon any termination of this Agreement. Consultant will not deliver, reproduce, or in any way allow any information, documents or things to be delivered or used by any person without specific direction or consent of VEL. Consultant will not take or retain originals or copies of any information, documents, or things of VEL. All accounts opened, or materials prepared or originated by Consultant in the performance of services under this Agreement that contain or were produced from the use of any confidential information, other information, documents or things of VEL, shall be deemed VEL materials and shall remain the sole property of VEL.

ACCEPTED AND AGREED
THIS _____ DAY OF _____, 2011

VISUAL ELECTRONICS LTD

CONSULTANT

By: _____

By: _____

Name: Andrew R. Candreva, Ph.D

Name: _____

Title: President and Chief Operations Officer Title: _____