



INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made between Fusion Title, LLC, maintaining its principle place of business at 500 East Main Street, Suite 312, Branford, CT 06405 with its mailing address at 1204 Main Street, PMB #338, Branford, CT 06405 (hereinafter referred to as the "Company"), and _____, of _____, CT, (hereinafter referred to as the "Contractor"). As Contractor I do hereby covenant and agree with the Company as follows:

1. ***Not to Disclose the Company's Customer Information.*** Contractor will not at any time, either during term it is an agent of Company or after such agency terminates, directly or indirectly use for any purpose whatsoever, or make known or divulge to any person, firm, or Company any information related to the customers of the Company.

2. ***Not to Disclose Information of the Company.*** Contractor will not at any time, in any fashion, form, or manner, either directly or indirectly, divulge, disclose, or communicate to any person, firm, or Company in any manner whatsoever any information of any kind, nature, or description concerning any matters affecting or relating to the business of the Company, including, but not limited to, the names of any of its customers or prospective customers or any other information concerning the business of the Company, its manner of operation, its plans, trade secrets or any other data of any kind, nature, or description, without regard to whether any or all of the foregoing matters would be deemed confidential, material, or important; provided however, that Contractor may disclose such as necessary in the ordinary course of performance of its duties as an agent of the Company only after receiving written approval of the Company.

3. ***Records Belong to Company.*** All books, records, files, forms, reports, accounts, documents and/or compilation of information in any format whatsoever relating in any manner to the Company's business or customers, whether prepared by Contractor or anyone else, shall be the exclusive property of the Company and shall be returned immediately to the Company upon termination of Contractor's agency or upon the Company's request at any time.

4. ***Breach.*** The parties hereby stipulate that each of the foregoing matters are important, material, and confidential, and gravely affect the effective and successful conduct of the business of the Company and affect its reputation and goodwill, and that any breach of the terms of this Agreement is a material breach of this Agreement, from which Contractor may be enjoined and for which the Contractor shall also pay to the Company all damages (including but not limited to compensatory, incidental, consequential and lost profits damages), which arise from the breach, together with interest, costs, attorneys' fees (including those expended to collect such damages) and all litigation expenses incurred in enforcing this Agreement to fullest extent allowable by law.

5. **No Waiver of Breach.** Company may waive a provision of this Agreement only in a writing signed by any authorized officer of Company. The waiver by the Company of a breach by Contractor of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the Contractor.

6. **Assignment.** The rights and obligations of the Company under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the Company. Contractor shall not assign its rights or obligations under this Agreement.

7. **Miscellaneous.** Wherever used in this Agreement, the phrase "directly or indirectly" includes, but is not limited to, acting through my wife, children, parents, brothers, sisters, or any other relatives, friends, trustees, agents or associates. The Company may waive a provision of this Agreement only in a writing signed by the Managing Director and specifically stating what is waived. The rights of the Company under this Agreement may be assigned, but I may not assign my rights or obligations under this Agreement. The title of this Agreement and the paragraph headings of this Agreement are not substantive parts of this Agreement and shall not limit or restrict this Agreement in any way. This Agreement is not a contract for future business relationship and does not change the fact that my employment as an independent contractor may be terminated at any time by either the Company or me. This Agreement survives after my business relationship as an independent contractor terminates. No change, addition, deletion or amendment of this Agreement shall be valid or binding upon the Company or me unless in writing and signed by the Company and me. This Agreement is in addition to any other agreement signed by me and does not supersede any other agreement. If a court of competent jurisdiction finally determines this agreement to be unreasonable, then said court may reduce the term of years or the geographical range, or both, so as to be reasonable.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of _____ 2007.

By: _____
Contractor:

By: _____
Jacqueline A. Purcell
Managing Director

Date: _____

Date: _____