

**INDEPENDENT CONTRACTOR AGREEMENT
MY FAMILY ONLINE, LLC**

This Agreement, made this day by and between My Family Online, a Utah limited liability company organized and existing under the laws of the State of Utah (hereinafter referred to as "Company") and the Contractor (hereinafter referred to as "Independent Contractor") collectively referred to as the "Parties".

RECITALS

WHEREAS, Independent Contractor has engaged in providing genealogical services for clients; and

WHEREAS, Independent Contractor has complied with all Federal, State, and local laws regarding business permits, sales permits, licenses, reporting requirements, tax withholding requirements, and other legal requirements of any kind that may be required to carry out said business and the Scope of Work which is to be performed as an Independent Contractor pursuant to this Agreement; and

WHEREAS, Independent Contractor is or remains open to conducting similar tasks or activities for clients other than the Company and holds himself out to the public to be a separate business entity; and

WHEREAS, the Company desires to contract for the services of the Independent Contractor to perform certain tasks as set forth below; and

WHEREAS, the Independent Contractor desires to enter into this Agreement and perform as an independent contractor for the company and is willing to do so on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained in this Agreement, the receipt and sufficiency of which is hereby willfully acknowledged, the Parties agree as follows:

TERMS

1. EFFECTIVE DATE: This Agreement shall be effective immediately, commencing on the date of online submission and shall continue until terminated at the completion of the Scope of Work or by either party as otherwise provided herein.

2. INDEPENDENT CONTRACTOR STATUS: This Agreement does not constitute a hiring by either party. It is the parties' intent that Independent Contractor shall have an independent contractor status and not be an employee for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the

Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Utah State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code, 401(k) and other benefit payments and third party liability claims. Independent Contractor shall retain sole and absolute discretion in the manner and means of carrying out his activities and responsibilities under this Agreement. This Agreement shall not be considered or construed to be a partnership or joint venture, and the Company shall not be liable for any obligations incurred by Independent Contractor unless specifically authorized by the Company in writing. Independent Contractor shall not act as an agent of the Company, ostensibly or otherwise, nor bind the Company in any manner, unless specifically authorized to do so in writing.

3. SCOPE OF WORK: Independent Contractor agrees to devote as much time, attention, and energy as necessary to complete or achieve various family history and genealogical research services as may be required by the Company. These services include, but are not limited to, transcription, translation, photograph restoration, artwork creation, data entry, research, interacting personally with the Company's clients and entering into their homes to document and, in instances, take possession of personal, original photos, documents and other related items for digitization and use in said research. These services are to be referred to in this Agreement as the "Scope of Work." It is expected that the Scope of Work will continually be completed by the Contractor in a timely, professional manner and in an expedited fashion.

Independent Contractor shall additionally perform any and all tasks and duties associated with the Scope of Work set forth above, including but not limited to, work being performed already by others within or outside of the Company, as agreed upon by the Parties. Independent Contractor shall not be entitled to engage in any activities which are not expressly set forth by this Agreement.

The books and records related to the Scope of Work set forth in this Agreement shall be maintained by the Independent Contractor at the Independent Contractor's principal place of business and open to inspection by Company during regular working hours. Documents to which Company will be entitled to inspect include, but are not limited to, any and all contract documents, accounts of expenses incurred in related business, and work authorized by Independent Contractor or Company on existing or potential projects related to this Agreement.

Independent Contractor shall be responsible to the management and members of the Company, but Independent Contractor will not be required to follow or establish a regular or daily work schedule. Independent Contractor will not rely on the equipment or offices of Company for completion of tasks and duties set forth pursuant to this Agreement. Any advice given Independent Contractors regarding the scope of work shall be considered a suggestion only, not an instruction. Company retains the right to inspect, stop, or alter the work of Independent Contractor to assure its conformity with this Agreement.

4. COMPENSATION: Independent Contractor shall be entitled to compensation for performing those tasks and duties related to the Scope of Work as listed in this Agreement. Such compensation shall become due and payable to Independent Contractor at the end of the month the work is performed and approved by the Company.

5. WITHHOLDING OF TAXES: Independent Contractor recognizes and understands that it will receive an IRS 1099 statement and related tax statements, and will be required to file

corporate and/or individual tax returns and to pay taxes in accordance with all provisions of applicable Federal and State law. Independent Contractor hereby promises and agrees to indemnify the Company for any damages or expenses, including attorney's fees, and legal expenses, incurred by the Company as a result of Independent Contractor's failure to make such required payments.

6. WAIVER OF BENEFITS: Independent Contractor hereby waives and foregoes the right to receive any benefits given by Company to its regular employees, including, but not limited to, health benefits, vacation and sick leave benefits, profit sharing plans, such as 401(k) plans. This waiver is applicable to all non-salary benefits, which might otherwise be found to accrue to the Independent Contractor by virtue of his services to Company, and is effective for the entire duration of Independent Contractor's agreement with Company. This waiver is effective independently of Independent Contractor's employment status as adjudged for taxation purposes or for any other purpose.

7. ASSIGNABILITY OF CONTRACT: Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other.

8. TERMINATION: This Agreement may be terminated by either party by giving 30 days written notice after the commencement hereof. Such termination shall not prejudice any other remedy to which the terminating party may be entitled, either by law, in equity, or under this Agreement.

9. NON-DISCLOSURE: Independent Contractor agrees not to disclose, use, or communicate, in any manner, either during or after Independent Contractor's agreement with Company, information about Company, its operations, clientele, or any other information, that relates to the business of Company including, but not limited to, the names of its customers, its marketing strategies, operations, or any other information of any kind which would be deemed confidential, a trade secret, a customer list, or other form of proprietary information of Company. Independent Contractor acknowledges that the above information is material and confidential and that it affects the profitability of Company. Independent Contractor understands that any breach of this provision, or that of any other Confidentiality and Non-Disclosure Agreement, is a material breach of this Agreement. To the extent Independent Contractor feels the need to disclose confidential information, he may do so only after obtaining written authorization from J. Roland Astorga, President of the Company.

10. NON-SOLICITATION: Independent Contractor shall not, during the Agreement and for a period of two years immediately following termination of this Agreement, either directly or indirectly, call on, solicit, or take away, or attempt to call on, solicit, or take away, any of the customers or clients of the Company on whom Independent Contractor called or became acquainted with during the term of this Agreement, either for his own benefit, or for the benefit of any other person, firm, corporation or organization. The Independent Contractor acknowledges and agrees that the above restriction is reasonable as to duration and geography.

Moreover, the Independent Contractor acknowledges that the existence of any claim or cause of action he may bring against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense against the enforcement of this paragraph.

11. NON-RECRUIT: Independent Contractor shall not, during this Agreement and for a period of two years immediately following termination of this agreement, either directly or indirectly, recruit any of Company's employees for the purpose of any outside business.

12. RETURN OF PROPERTY: Upon termination of this Agreement, or whenever requested by the parties in writing, each party shall immediately deliver to the other party all property in its possession, or under its care and control, belonging to the other party to them, including but not limited to, proprietary information, customer lists, trade secrets, intellectual property, computers, equipment, tools, documents, plans, recordings, software, and all related records or accounting ledgers.

13. WORKS FOR HIRE: Independent Contractor agrees that the Scope of Work, all tasks, duties, results, inventions and intellectual property developed or performed pursuant to this Agreement are considered "works for hire" and that the results of said work is by virtue of this Agreement assigned to the Company and shall be the sole property of Company for all purposes, including, but not limited to, copyright, trademark, service mark, patent, and trade secret laws.

14. LEGAL COMPLIANCE: Independent Contractor is encouraged to treat all company employees, customers, clients, business partners and other affiliates with respect and responsibility. Independent Contractor is required to comply with all laws, ethical codes and company policies, procedures, rules or regulations, including those forbidding sexual or other harassment, discrimination, and unfair business practices.

15. LICENSING AND INSURANCE: Independent Contractor agrees to immediately supply the Company with proof of any licensing status required to perform the Scope of Work pursuant to this Agreement, Workers' Compensation Coverage where required by law and General Liability Insurance, upon request of the Company.

16. NOTICES: Any notice to be given hereunder by any party to the other may be affected either by personal delivery in writing, or by mail, registered or certified, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the parties at their business addresses, but each party may change its address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of five (5) days after mailing. Independent Contractor agrees to keep Company current as to his business and mailing addresses, as well as telephone, facsimile, e-mail and pager numbers.

17. ATTORNEY'S FEES AND COSTS: If any action at law or in equity becomes necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements incurred both before or after judgment in addition to any other relief to which such party may be entitled.

18. INDEMNIFICATION: Independent Contractor shall defend, indemnify, hold harmless, and insure Company from any and all damages expenses or liability resulting from or arising out of, any negligence or misconduct on Independent Contractor's part, or from any breach or default of this Agreement which is caused or occasioned by the acts of Independent Contractor. Independent Contractors shall insure that its employees and affiliates, if any, take all actions necessary to comply with the terms and conditions set forth in this Agreement. Independent Contractor shall name Company as an additional insured on all related insurance policies including workers compensation, and general liability.

19. ENTIRE AGREEMENT: This Agreement is an independent document and constitutes the entire agreement between the parties, and supersedes any and all other Agreements, either oral or in writing, between the parties hereto with the exception of the Asset Purchase Agreement executed of even date herewith by parties and incorporated herein by this reference. Each party of this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party hereto, or anyone acting on behalf of any party hereto, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing, signed and dated by all parties hereto.

20. PARTIAL INVALIDITY: If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

22. GOVERNING LAW: This Agreement shall be governed by, and construed under, the laws of the State of Utah, which is the situs of its signing. Both parties agree that jurisdiction and venue for all purposes shall be in the County of Utah, in the State of Utah.