

INDEPENDENT CONTRACTOR NON-COMPETE AGREEMENT

This joint confidentiality instrument ("Agreement") is made and entered into between _____ with the address of _____, _____, _____, _____ and _____ with the address of _____, _____, _____, _____, _____, _____, The Company and Independent Contractor are referred to in this Agreement as parties.

This Agreement shall be effective on _____ and terminate on _____.

RECITALS

- A. The Company and the Independent Contractor are engaging in a mutual negotiation regarding a business project involving the intellectual property, proprietary information, and/or other trade secret information such as:

- B. The Company and the Independent Contractor agree to provide to each other particular Confidential Information as stipulated in this Agreement

- C. The Company and the Independent Contractor shall provide said Confidential Information under the terms and conditions stated herein. Both parties shall agree on the non-compete agreement, in consideration of the Confidential Information.

The Company and the Independent Contractor hereby agree as follows:

1. Confidential Information. The Company shall disclose or make available to the Independent Contractor particular and precisely non-disclosed Confidential Information to them to ensure the optimum performance of their duties to the Company. The Independent Contractor agrees to use said Confidential Information solely for the interest of the Company. On the termination date of this Agreement, the Company shall have no obligation to disclose or make available the Confidential Information to the Independent Contractor. "Confidential Information" shall mean any Company technical data, proprietary information, or trade secrets, including but not limited to services, product plans, research, products, customer lists or customers (whether old or new), process, formulas, markets, developments, software, engineering, marketing, and other confidential information that is disclosed to the Independent Contractor orally or in writing or

by direct or indirect observation of equipment or parts or through design. Confidential information shall exclude publicly-known information.

2. Strictest Confidence. The Independent Contractor shall only be allowed to disclose the Confidential Information to its employees and agents given that they are to treat the said information confidential. The employees and agents shall obtain written consent from the Company should they decide to disclose said information. The Independent Contractor shall only discuss the Confidential Information with the agents and employees and the persons who are bound by the terms and conditions of this Agreement. Any breach of the provision of this Agreement by the agents and employees shall be the sole responsibility of the Independent Contractor.

3. Exclusions. The following shall not be considered as Confidential Information:

- a. Information that is known by the Independent Contractor at the time of execution of this Agreement. Said information shall not be bound by the terms and conditions of this Agreement.
- b. Information that is disclosed to the public whether prior to or after the execution of this Agreement, or the information was known by the Independent Contractor from a third party and that the said third party has the legal right to disseminate the information.
- c. Information that is legally developed or legally acquired by the Independent Contractor from a third party.

4. Return or Destruction of Property. Upon the termination of this Agreement, the Independent Contractor shall return or dispose immediately of all the Confidential Information, including but not limited to files, analyses, compilations, and other materials furnished to the Company utilized by both parties throughout the term of this Agreement. The Independent Contractor shall not be allowed to make copies of said documents.

5. Independent Contractor. The Independent Contractor will be and act as an Independent Contractor and shall not be considered an employee of the Company and will provide their services to the Company without its supervision. The Independent Contractor shall not receive the same benefits as the employees of the Company and the Company shall not withhold or make payments for social security or state or federal income tax or make contributions for unemployment or disability insurance or acquire insurance for worker's compensation for the Independent Contractor's benefit. The Company, under this Agreement, shall acquire all forms pertaining to the Independent Contractor's compensation.

6. Termination. An early termination shall occur should any of these circumstances take place:

7. Equipment. Separately owned equipment by each party shall remain distinct and separate unless otherwise agreed to in writing. Repairs, maintenance, replacement, and inspections shall be subject to the manufacturer's recommendations. The costs shall be shouldered by the owner of said equipment.

8. Arbitration Clause. Any dispute or disagreement in regards to the interpretation or enforcement arising from this Agreement shall be settled by neutral binding arbitration by the National Arbitration Forum, in observance of the Code of Procedure.

9. Representations and Warranties by Independent Contractor. The following are true and correct representations and warranties by the Independent Contractor to the Company:

- a. Independent Contractor ensures to perform under applicable laws and regulations in connection with this Agreement
- b. Observe and inform all staff to observe the protocols set by the Company
- c. All electronic content created by the Independent Contractor shall be owned by the Company exclusively.
- d.

10. Disclaimer. The representations and warranties made by the Independent Contractor are hereby disclaimed by the Company.

11. Covenant Not to Compete. The Independent Contractor shall not participate whether directly or indirectly, in any power, in any activity or business that is in direct competition with the Company. The Independent Contractor agrees that _____ from and after the termination of this Agreement, for any reason, unless written consent from the Company is acquired, the Independent Contractor directly or indirectly, in any power, accept or solicit transactions from, provide the similar services to prospective clients.

12. General Provisions.

- a. **Severability.** If any of the provisions of this Agreement is considered illegal or unenforceable, the remaining provisions shall remain unaffected, legal and enforceable.
- b. **Assignment.** Both parties are prohibited to assign their rights or duties under this Agreement without the prior written consent of the other party.
- c. **Governing Law.** This Agreement shall be governed by the Laws of _____.
- d. **Headings.** The section headings contained herein are for reference purposes only and will not alter the interpretation and/or definition of any provision contained in this Agreement.
- e. **Waiver.** Waiver of any provision or rights under this agreement is only effective when stated explicitly and in writing.
- f. **Amendments.** Amendments under this Agreement shall be in writing and should be signed by both parties.
- g. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of both parties hereto and their legal representatives and assigns.
- h.

THE PARTIES have duly executed this Agreement to be binding as of _____.

COMPANY

NAME OF REPRESENTATIVE

DATE

INDEPENDENT CONTRACTOR

NAME OF REPRESENTATIVE

DATE