

CONTRACTOR CONFIDENTIALITY AND INVENTION ASSIGNMENT AGREEMENT

Date: [Date]

Company: HLPFL Co LLC, a Wyoming limited liability company (the "Company")

Address: [Company Address]

Email: [Company Email]

Contractor: [Contractor Name] ("Contractor")

Address: [Contractor Address]

Email: [Contractor Email]

1. CONFIDENTIALITY OBLIGATIONS

1.1 Definition of Confidential Information

"Confidential Information" means all non-public information relating to the Company, its subsidiaries, affiliates, or clients, including but not limited to:

- Business plans, strategies, and methods;
- Financial information, including revenue, costs, and pricing;
- Technical information, including software, algorithms, and methodologies;
- Client lists, vendor relationships, and partner information;
- Marketing strategies, campaigns, and materials;
- Operational procedures and processes;
- Proprietary tools, templates, and documentation;
- Trade secrets and know-how;
- Any information marked as "confidential" or "proprietary";

1.2 Protection of Confidential Information

Contractor agrees to:

- Maintain the confidentiality of all Confidential Information;

- Not disclose, disseminate, or publish Confidential Information to any third party without the Company's prior written consent;
- Use Confidential Information only for the purpose of performing services for the Company;
- Take all reasonable precautions to protect Confidential Information from unauthorized disclosure;

1.3 Exceptions

The obligations of confidentiality shall not apply to information that:

- Is or becomes generally available to the public other than as a result of a disclosure by Contractor;
- Was in Contractor's possession prior to disclosure by the Company;
- Is independently developed by Contractor without use of Confidential Information;
- Is rightfully obtained by Contractor from a third party without breach of confidentiality;

1.4 Return of Materials

Upon termination of Contractor's engagement or at the Company's request, Contractor shall:

- Immediately return all Confidential Information in Contractor's possession;
- Permanently delete all electronic copies of Confidential Information;
- Certify in writing that all such materials have been returned or destroyed;

2. ASSIGNMENT OF INVENTIONS

2.1 Assignment of Inventions

Contractor hereby assigns to the Company all of Contractor's right, title, and interest in and to any and all inventions, discoveries, improvements, developments, creations, works of authorship, and other intellectual property (collectively, "Inventions") that Contractor:

- Conceives, develops, or creates during the term of Contractor's engagement with the Company;
- Conceives, develops, or creates using the Company's equipment, supplies, facilities, or Confidential Information;

- Conceives, develops, or creates that relate to the Company's actual or anticipated business, research, or development; or
- Conceives, develops, or creates that result from work performed by Contractor for the Company;

2.2 Scope of Assignment

This assignment includes, without limitation:

- All patents, patent applications, and patentable inventions;
- All copyrights, copyrightable works, and applications for copyright registration;
- All trademarks, trade names, service marks, and applications for trademark registration;
- All trade secrets and confidential information;
- All source code, object code, and software;
- All documentation, manuals, and technical materials;
- All derivatives, adaptations, and modifications;

2.3 Assistance with Protection

Contractor agrees to:

- Execute all documents necessary to perfect the Company's ownership of Inventions;
- Assist the Company in obtaining patent, copyright, trademark, or other protection for Inventions;
- Cooperate with the Company in any legal proceedings related to Inventions;

2.4 Power of Attorney

Contractor hereby irrevocably appoints the Company as Contractor's attorney-in-fact with full power and authority to execute, file, and prosecute any applications or documents related to Inventions if Contractor fails to do so upon the Company's request.

3. PRE-EXISTING INTELLECTUAL PROPERTY

3.1 Pre-Existing IP

"Pre-Existing IP" means any intellectual property that Contractor owned prior to the commencement of Contractor's engagement with the Company, as more particularly

described in Exhibit A attached hereto.

3.2 Exclusion from Assignment

Nothing in this Agreement shall be construed as assigning Contractor's Pre-Existing IP to the Company. Contractor retains all right, title, and interest in Pre-Existing IP.

3.3 License to Pre-Existing IP

Contractor hereby grants to the Company a non-exclusive, royalty-free, worldwide, perpetual license to use, modify, and incorporate Contractor's Pre-Existing IP into the Company's products or services.

4. NON-COMPETITION

4.1 Non-Competition Covenant

During the term of Contractor's engagement and for a period of one (1) year thereafter, Contractor shall not, without the Company's prior written consent, directly or indirectly engage in any business that competes with the Company's business, including:

- Providing similar services to the Company's clients or competitors;
- Developing similar products or services;
- Soliciting the Company's clients or customers;

4.2 Non-Solicitation

During the term of Contractor's engagement and for a period of one (1) year thereafter, Contractor shall not directly or indirectly solicit, recruit, or hire any employee, contractor, or client of the Company.

5. DATA PRIVACY AND SECURITY

5.1 Data Protection

Contractor agrees to implement reasonable security measures to protect the Company's data and Confidential Information from unauthorized access, use, or disclosure.

5.2 No Data Collection

Contractor acknowledges that the Company does not collect, store, or use personal or

business data for purposes other than providing services. Contractor agrees not to collect, store, or use any such data without the Company's prior written consent.

5.3 Data Breach Notification

Contractor agrees to promptly notify the Company of any actual or suspected data breach or unauthorized disclosure of Confidential Information.

6. TERM AND TERMINATION

6.1 Term

This Agreement shall commence on the Effective Date and shall continue for the duration of Contractor's engagement with the Company.

6.2 Termination

The Company may terminate this Agreement at any time, with or without cause, upon written notice to Contractor.

6.3 Survival

The provisions of Sections 1 (Confidentiality), 2 (Assignment of Inventions), 3 (Pre-Existing Intellectual Property), 4 (Non-Competition), and 5 (Data Privacy and Security) shall survive the termination of this Agreement.

7. INDEMNIFICATION

Contractor agrees to indemnify, defend, and hold harmless the Company from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- Contractor's breach of this Agreement;
- Contractor's negligence or willful misconduct;
- Contractor's unauthorized use or disclosure of Confidential Information;

8. INDEPENDENT CONTRACTOR STATUS

Contractor is an independent contractor and not an employee, agent, or partner of the Company. Contractor is responsible for all taxes, insurance, and benefits. This Agreement does not create an employer-employee relationship.

9. GOVERNING LAW AND DISPUTE RESOLUTION

9.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming.

9.2 Dispute Resolution

Any dispute arising under this Agreement shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in Wyoming.

10. GENERAL PROVISIONS

10.1 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof.

10.2 Amendments

This Agreement may be amended only by a written instrument signed by both parties.

10.3 Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

10.4 Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

10.5 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original.

**IN WITNESS WHEREOF, the parties have executed this
Agreement.**

COMPANY: HLPFL CO LLC

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR:

By: _____

Name: _____

Date: _____

EXHIBIT A**PRE-EXISTING INTELLECTUAL PROPERTY**

Contractor hereby identifies the following Pre-Existing IP:

1. [Description of Pre-Existing IP 1]

- Type: [Patent/Copyright/Trademark/Trade Secret/Other]
- Date Created: [Date]
- Registration Number (if applicable): [Number]

2. [Description of Pre-Existing IP 2]

- Type: [Patent/Copyright/Trademark/Trade Secret/Other]
- Date Created: [Date]
- Registration Number (if applicable): [Number]

3. [Description of Pre-Existing IP 3]

- Type: [Patent/Copyright/Trademark/Trade Secret/Other]
- Date Created: [Date]
- Registration Number (if applicable): [Number]

Contractor represents that this list is complete and accurate to the best of Contractor's knowledge.

CONTRACTOR ACKNOWLEDGMENT:

I acknowledge that I have disclosed all Pre-Existing IP to the Company and that this list is complete and accurate. I understand that the Company has been granted a license to use my Pre-Existing IP as set forth in this Agreement.

Contractor Signature

Date: _____

CONTRACTOR CERTIFICATION

By signing below, Contractor certifies that:

- Contractor has read and understands this Agreement;
 - Contractor has had the opportunity to consult with independent legal counsel;
 - Contractor is entering into this Agreement voluntarily and without duress or coercion;
 - Contractor understands that Contractor's failure to comply with this Agreement may result in legal action and damages;
-

Contractor Signature

Print Name: _____

Date: _____