



## REPRESENTATION AGREEMENT

This agreement is made by and between Akvelon, Inc. (herein after referred to as "AKVELON") with its primary business location at 3120 139<sup>th</sup> Ave, SE, Suite 100, Bellevue, WA 98005, and \_\_\_\_\_ (herein after referred to as "Applicant").

**Purpose:** This agreement grants AKVELON the right to represent Applicant in order to facilitate and coordinate efforts to locate job placement opportunities. This authorization shall commence on the date of submission of this Akvelon, Inc. application.

### **The Parties agree to the following terms and conditions:**

1. Services. AKVELON agrees to use its best efforts to locate a position satisfactory to the Applicant. AKVELON's services will include solicitation, screening, and analysis of job opportunities. AKVELON will use its best efforts to obtain complete details on all contemplated, and/or available placements which, in AKVELON's opinion, will be most suitable for Applicant's skills.
2. Authorization. The Applicant gives AKVELON authorization to submit his/her credentials, resume and represent his/her interest as a candidate for all positions for which the Applicant is qualified, and which Applicant approves of beforehand. Such approval may be obtained from Applicant by Akvelon via email, text or voice message. AKVELON's clients include both the general contractor and the ultimate project location for which the Applicant will perform services.
3. Permissions. By granting permission to AKVELON to submit Applicant for a position, Applicant declares that he/she has not knowingly submitted or granted permission for submission of his/her resume to a hiring organization other than Akvelon, nor granted permission to any other representative with respect to specific positions discussed with Akvelon.
4. Understandings. Applicant understands this agreement does not constitute an offer or a contract of employment or for the rendering of services. If an offer of employment or for provision of services is extended, it will be extended in writing by an authorized Akvelon, Inc. representative. Applicant understands that as a condition of employment or provision of services, a background check must be performed by Akvelon and Applicant hereby consents to such a check by the signing of this document.
5. Status. Applicant stipulates that if offered a position by AKVELON and Applicant elects to accept it, he/she will work on the project as either an employee or an independent contractor of AKVELON.



6. Non-Compete. It is agreed that Applicant, during the course of AKVELON placement efforts, may come to develop certain relationships with AKVELON's clients and/or vendors which may lead to an awareness of certain services desired by AKVELON's clients and/or vendors. Applicant acknowledges that but for the information provided or disclosed by AKVELON, Applicant would not be aware of described services. Therefore, during the period of time in which Applicant is being marketed for job opportunities by AKVELON and for twelve (12) months thereafter, Applicant agrees not to approach, communicate or engage AKVELON's clients directly or indirectly to provide like services. The term client, for purposes of this Paragraph 6, shall mean only those AKVELON's clients and only those divisions, subsidiaries, cost or profit centers or other units of AKVELON's clients with respect to which Applicant communicated, provided services, made sales calls, or otherwise had contact during the course of his engagement with AKVELON, no matter how limited the time period, and such other divisions, subsidiaries, cost or profit centers or other units of AKVELON's clients in the same physical location (building number) where such communication, providing of services, sales calls or other contact occurred.

7. Acceptance. AKVELON and Applicant hereby acknowledge receipt of a copy of this agreement. By submitting an application to Akvelon, Inc., and by signing below, Applicant hereby accepts the terms of this Agreement. Applicant also acknowledges that this Agreement does not confer any duty owed to Applicant by AKVELON and is in no way a guarantee of employment.

Applicant Printed Name: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Akvelon, Inc.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_