

ENGAGEMENT LETTER – NON-DISCLOSURE AGREEMENT

This Engagement Letter – Non-Disclosure Agreement (the “Agreement”) is made and entered into by and between EDataWorld, LLC (the “Company”) and _____ (the “Prospective Contractor”) (collectively, the “Parties”) as of _____.

WHEREAS Company has clients who regularly need the type of services provided by the Prospective Contractor;

WHEREAS the Prospective Contractor wishes to enter into an Employment Agreement with Company to provide services as an independent contractor to Company’s clients;

WHEREAS Company cannot employ Prospective Contractor until it can match Prospective Contractor’s abilities with one of Company’s client’s needs; and

WHEREAS the Parties wish to enter into this Agreement in an effort to assist Company in locating a client for whom it can place Prospective Contractor pursuant to a duly-executed Employment Agreement (defined below).

NOW THEREFORE, the Parties hereby agree to the following terms and conditions regarding their respective rights and obligations during the process of Company’s attempt to locate a client with needs that match Prospective Contractor’s abilities.

1. **Prospective Contractor’s Resume/CV**

Prospective Contractor agrees to provide Company with an accurate, up-to-date resume/CV within 24 hours of execution of this Agreement. Prospective Contractor represents and warrants that all information contained within any resume/CV provided to Company will be accurate and truthful to the best of Prospective Client’s knowledge. Prospective Contractor further represents and warrants that it is authorized and permitted to accept employment from Company in the United States, and shall provide proof of such ability within 24 hours of executing this Agreement.

2. **Exclusivity**

Commencing on the date Prospective Contractor executes this Agreement, and continuing for 30 days thereafter (the “Term”), Prospective Contractor grants Company the exclusive right to engage third parties on Prospective Contractor’s behalf for the purpose of obtaining employment. Prospective Contractor covenants that it will remain willing and able to commence employment with Company during the Term, and will not engage in or accept employment with any other party that would conflict with, or prevent Prospective Contractor from performing, its duties under the Employment Agreement (defined below) provided by Company.

3. **Liquidated Damages**

Prospective Contractor acknowledges that Company, in its attempts to locate and secure projects with its clients for Prospective Contractor to perform, will be forced to expend extensive time, effort and resources. Should Company make an offer to Prospective Contractor to execute an Employment Agreement (defined below) during the Term of this Agreement, and Prospective Contractor refuses, or is unable to execute the Employment Agreement due to other employment obligations or its inability to legally work in the United States, Company shall be entitled to liquidated damages in the sum of \$20,000.00, which represents Company’s best estimate of the fees it would have otherwise received from its Client if Prospective Contractor performed his obligations under the offered Employment Agreement.

4. **Employment Agreement**

Prospective Contractor acknowledges receipt of Company’s proposed Employment Agreement, which shall govern the terms and conditions of Prospective Contractor’s employment with Company, in the form attached hereto as **Exhibit A**. Prospective Contractor warrants and covenants that it is willing to enter into

employment on the terms and conditions as set forth in the Employment Agreement when and if Company is able to secure a project for which the needs of Company's client match the abilities of Prospective Contractor as set forth in its resume/CV. Prospective Contractor acknowledges that the Employment Agreement attached hereto shall have no legal effect, other than to evidence the terms and conditions upon which Prospective Contractor is willing to accept should the Company secure employment for Prospective Contractor, until the Employment Agreements is executed by both Parties.

5. **Non-Disclosure/Protection of Proprietary Information**

Prospective Contractor understands and agrees that, under this Agreement, it will have access to Company's and/or Company's Client's private, confidential and/or proprietary information and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to Company. "Proprietary Information" shall include (i) written information that is marked as confidential, (ii) oral or visual information is identified as confidential to Prospective Contractor prior to disclosure, (iii) oral or visual information that is received under circumstances that Prospective Contractor knows or should reasonably be expected to understand the confidential and proprietary nature of such information, and (iv) computer programs, technical drawings, algorithms, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial, customer and product development plans, identity and contact information of Company's clients, forecasts, strategies and information, whether previously, presently, or subsequently disclosed to the Recipient. Prospective Contractor shall exercise the same standard of care to protect the Proprietary Information, as it uses to protect its own information of a similar nature, but in no event less than a reasonable degree of care.

Prospective Contractor agrees that it will use the Proprietary Information that it receives during the term of this Agreement only as required in the performance of this Agreement and/or any subsequently-executed Employment Agreement with Company, and will not during, or until a period of two years after termination or expiration of this Agreement otherwise disclose to third parties, nor copy or reproduce the same in any form. Upon termination of this Agreement or the disclosing party's written request, Prospective Contractor shall cease use of Proprietary Information and return or destroy all Proprietary Information. At all times Prospective Contractor will recognize the Company's sole and exclusive ownership of its Proprietary Information, and the sole and exclusive right and jurisdiction of the Company to control and use its Proprietary Information. Disclosure of the Company's Proprietary Information is not prohibited if prior notice is given to Company and such disclosure is: (a) compelled pursuant to a legal proceeding or (b) otherwise required by law.

Subcontractor agrees that any breach of this Section will result in irreparable harm to the Company for which damages would be an inadequate remedy and, therefore, in addition to its rights and remedies otherwise available at law, the Company shall be entitled to equitable relief, including injunction, in the event of such breach. Prospective Contractor does not acquire any rights in the Proprietary Information, except the limited right to use the Proprietary Information as described above.

6. **Non-Solicitation**

During the Term of this Agreement, and for one (1) year following the termination of this Agreement, or any subsequently-executed Employment Agreement, whichever occurs later, Prospective Contractor agrees not to, on its behalf or on behalf of any other person or entity, solicit, attempt to solicit, hire, attempt to hire, employ, attempt to employ, associate or attempt to associate in business, accept employment with, attempt to obtain employment with any person or business introduced to Prospective Contractor by Company as a result of the Parties' relationship under this Agreement.

7. **Attorneys' Fees/Venue**

If Company and Prospective Contractor become involved in any dispute as a result of this Agreement, or the performance or nonperformance thereof, the prevailing party shall be entitled to its attorneys' fees and costs. Any action concerning this Agreement shall be brought in the State of Washington, County of King.

8. **Successors and Assigns**

This Agreement is binding upon, and fully enforceable against, the successors in interest and assigns of the Parties. However, one party may not voluntarily assign any rights or delegate any duties under this Agreement without the express written agreement of the other party.

IN WITNESS THEREOF, the parties have accepted and received a copy of this Agreement on the dates set forth below.

Company:

By: _____

Name:

Title:

Dated:

Address:

Prospective Contractor:

By: _____

Name: _____

Title: _____

Dated: _____

Address: _____

Fax: _____

Email: _____