

5.3 Independent Finder Status. This Agreement does not constitute a hiring by either party. The parties intend that so far as shall be in conformity with the law, Finder shall be an independent contractor and not Company's employee. There is no requirement that Finder devote his full productive time to Company. The parties are and shall remain independent contractors bound by the provisions hereof. No member of Finder nor any other officer, director, or employee of Finder shall

5.4 No

Partnership;

Indemnity. This

Agreement shall not be construed as a

partnership, and

Company shall not be liable for any obligation incurred by Finder, nor shall Company be liable for any injuries,

liabilities or damages suffered by or caused by Finder. Each party shall indemnify, defend and hold the other harmless from any and all damages, claims, losses, causes of action, costs, expenses and fees in

**6. NO AGENCY AUTHORITY;
CONFLICTS OF INTEREST.** Finder will not represent itself as having any powers except those authorized by this Agreement, and subject to any applicable law. Finder shall have no authority to bind Company by any promise or representation unless specifically authorized by the Company, in writing, in any particular transaction. Finder shall have no authority to order, direct or command any of Company's

representative.

9. COVENANT NOT TO USE TRADE SECRETS.

9.1 Referral Sources and Solicitation.

Information regarding the names, addresses and telephone numbers of Company's or Finder's clients, Company's or Finder's business plans, marketing materials, market studies, and financial data ("Confidential Information") coming into the possession of the other party during the term of this

action over against any party to this Agreement.

10.5 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, beneficiaries, legal representatives, successors and assigns. This Agreement may only be assigned by Finder with the express written consent of Company.

10.6 Survival of

5.3 Independent Finder Status. This Agreement does not constitute a hiring by either party. The parties intend that so far as shall be in conformity with the law, Finder shall be an independent contractor and not Company's employee. There is no requirement that Finder devote his full productive time to Company. The parties are and shall remain independent contractors bound by the provisions hereof. No member of Finder nor any other officer, director, or

5. DUTIES AND INDEPENDENT CONTRACTOR STATUS.

5.1 Finder's Duties. Subject to section 5.6 and the other terms and conditions of this Agreement, Finder will perform its services without any supervision from Company. Notwithstanding anything in this Agreement to the contrary, Finder shall not negotiate on behalf of Company, nor bind Company to any agreement.
