

DISCLAIMER

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YOUR COMPANY AGENT/NONDISCLOSURE AND COMMISSION AGREEMENT

This agreement (the "Agreement") is entered into by **Your Company, Inc.** of **Your Street Address** ("Company") and _____ ("AGENT").

In consideration of the commencement of AGENT's engagement with Company and the compensation that will be paid, AGENT and Company agree as follows: Agent will be paid 10% commission on gross sales of company services for the first calendar year of the client relationship.

The receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Company's Trade Secrets

In the performance of AGENT's job duties with Company, AGENT will be exposed to Company's Confidential Information. "Confidential Information" means information or material that is commercially valuable to Company and not generally known or readily ascertainable in the industry. This includes, but is not limited to:

(a) technical information concerning Company's products and services, including product know-how, formulas, designs, devices, diagrams, software code, test results, processes, inventions, research projects and product development, technical memoranda and correspondence;

(b) information concerning Company's business, including cost information, profits, sales information, accounting, and unpublished financial information, business plans, markets and marketing methods, customer lists and customer information, purchasing techniques, supplier lists, and supplier information and advertising strategies;

(c) information concerning Company's AGENTS, including salaries, strengths, weaknesses, and skills;

(d) information submitted by Company's customers, suppliers, AGENTS, AGENTS or co-venture partners with Company for study, evaluation or use; and

(e) any other information not generally known to the public which, if misused or disclosed, could reasonably be expected to adversely affect the Company's business.

2. Non Disclosure of Trade Secrets

AGENT shall keep Company's Confidential Information, whether or not prepared or developed by AGENT, in the strictest confidence. AGENT will not disclose such information to anyone outside Company without Company's prior written consent. Nor will AGENT make use of any Confidential Information for AGENT's own purposes or the benefit of anyone other than Company.

However, AGENT shall have no obligation to treat as confidential any information which:

- (a) Was in AGENT's possession or known to AGENT, without an obligation to keep it confidential, before such information was disclosed to AGENT by Company;
- (b) Is or becomes public knowledge through a source other than AGENT and through no fault of AGENT, or
- (c) Is or becomes lawfully available to AGENT from a source other than Company.

3. Confidential Information of Others

AGENT will not disclose to Company, use in Company's business, or cause Company to use, any trade secret of others.

4. Return of Materials

When AGENT's engagement with Company ends, for whatever reason, AGENT will promptly deliver to Company all originals and copies of all documents, records, software programs, media and other materials containing any Confidential Information. AGENT will also return to Company all equipment, files, software programs and other personal property belonging to Company.

5. Confidentiality Obligation Survives Engagement

AGENT's obligation to maintain the confidentiality and security of Confidential Information remains even after AGENT's engagement with Company ends and continues for so long as such Confidential Information remains a trade secret.

6. General Provisions

- (a) Relationships: Nothing contained in this Agreement shall be deemed to make AGENT a partner or joint venture of Company for any purpose.
- (b) Severability: If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as to best effect the intent of Company and AGENT.
- (c) Integration: This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both Company and AGENT.
- (d) Waiver: The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.
- (e) Injunctive Relief: Any misappropriation of any of the Confidential Information in violation of this Agreement may cause Company irreparable harm, the amount of which may be difficult to ascertain, and therefore AGENT agrees that the Company shall have the right to apply to a court of competent

jurisdiction for an order enjoining any such further misappropriation and for such other relief as Company deems appropriate. This right is to be in addition to the remedies otherwise available to Company.

(f) Indemnity: AGENT agrees to indemnify the Company against any and all losses, damages, claims or expenses incurred or suffered by Company as a result of AGENT's breach of this Agreement.

(g) Attorney Fees and Expenses: In a dispute arising out of or related to this Agreement, the prevailing party shall have the right to collect from the other party its reasonable attorney fees and costs and necessary expenditures.

(h) Governing Law. This Agreement shall be governed in accordance with the laws of the **State of New York**.

(i) Jurisdiction. AGENT consents to the exclusive jurisdiction and venue of the federal and state courts located in **New York** in any action arising out of or relating to this Agreement. AGENT waives any other venue to which AGENT might be entitled by domicile or otherwise.

(j) Successors & Assigns. This Agreement shall bind each party's heirs, successors and assigns. The company may assign this Agreement to any party at any time. AGENT shall not assign any of his or her rights or obligations under this Agreement without Company's prior written consent. Any assignment or transfer in violation of this section shall be void.

* Hosting criteria available at **INSERT YOUR URL HERE**

7. Signatures

AGENT has carefully read all of this Agreement and agrees that all of the restrictions set forth are fair and reasonably required to protect the Company's interests. AGENT has received a copy of this Agreement signed by the parties.

AGENT:

_____ (Signature)

_____ (Typed or Printed Name)

Date: _____

COMPANY:

_____ (Signature)

_____ (Typed or Printed Name)

Date: _____