

Independent Contractor Agreement

This Agreement is between

Subcontractor name: _____

Of (Address): _____

In the State of: _____, Australia.

Hereafter referred to as *'The Independent Contractor'*

AND

HOLLOWPOINT PTY LTD

Hereafter referred to as *'The Company'*

The Independent Contractor agrees to contract [his/her] services as an Independent Contractor to The Company as follows:

1. As an Independent Contractor, I will be responsible for payment of any federal and state payroll and self-employment taxes attributable to payments received for services performed by me for web or software development and will not be considered an employee for federal or state payroll tax purposes.
2. I am not working under any supervision by The Company and will set my own work hours and routine.
3. I will provide my own materials, tools, and equipment, and will expect no reimbursement for any out-of-pocket expenses incurred by me in the performance of my services.
4. I will perform services at a rate quoted per hour or per project, as agreed upon by email.

The Company is engaged in the business of providing web design, website development, software development, marketing and database development to clients of The Company or prospective clients of The Company. The Independent Contractor is engaged in freelance web development and database development. PROPRIETARY INFORMATION will be made available to The Independent Contractor for restricted use consistent with agreed upon projects; which information, documents, strategies and other communications remain the property of The Company and shall not be disclosed to anyone not affirmatively affiliated with The Company. Therefore, the parties agree as follows:

1. CONFIDENTIAL INFORMATION.

The term "PROPRIETARY INFORMATION" means any information or material which is proprietary to The Company, whether or not owned or developed by The Company, which is not generally known other than The Company, and which The Independent Contractor may obtain through any direct or indirect contact with The Company.

- a. PROPRIETARY INFORMATION includes without limitation:
 - i. business records and plans
 - ii. financial statements
 - iii. customer lists and records
 - iv. trade secrets
 - v. technical information
 - vi. products
 - vii. copyrights and other intellectual property
 - viii. legal documents
 - ix. strategies
 - x. related communications

2. PROTECTION OF CONFIDENTIAL INFORMATION.

The Independent Contractor understands and acknowledges that the PROPRIETARY INFORMATION has been developed or obtained by The Company by the investment of significant time, effort and expense, and that the PROPRIETARY INFORMATION is a valuable, special and unique asset of The Company which provides The Company with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the disclosure of the PROPRIETARY INFORMATION, The Independent Contractor agrees to hold in confidence and to not disclose the PROPRIETARY INFORMATION to any person or entity without the prior written consent of The Company. In addition, The Independent Contractor agrees that:

- a. *No Copying/Modifying.* The Independent Contractor will not copy or modify any PROPRIETARY INFORMATION without the prior written consent of The Company.
- b. *Application to Employees or Subcontractors.* Further, The Independent Contractor shall not disclose any PROPRIETARY INFORMATION to any associates, members, employees, or subcontractors of The Independent Contractor, except those employees or subcontractors who are required to have the PROPRIETARY INFORMATION in order to perform their duties in connection with the limited purposes of this Agreement. Each permitted employee, subcontractor, member or

associate to whom PROPRIETARY INFORMATION is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of The Company.

- c. *Unauthorized Disclosure of Information.* If it appears that The Independent Contractor or The Independent Contractor's employees, subcontractors, members or associates has disclosed (or has threatened to disclose) PROPRIETARY INFORMATION in violation of this Agreement, The Company shall be entitled to an injunction to restrain The Independent Contractor from disclosing, in whole or in part, the PROPRIETARY INFORMATION. The Company shall not be prohibited by this provision from pursuing other remedies, including claims for losses and damages, legal fees and court costs.

3. RETURN OF CONFIDENTIAL INFORMATION.

Upon the written request of The Company, The Independent Contractor shall return to The Company all written materials containing the PROPRIETARY INFORMATION. The Independent Contractor shall also deliver to The Company written statements signed by The Independent Contractor certifying that all materials have been returned within five (5) days of receipt of the request.

4. RELATIONSHIP OF PARTIES.

Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the PROPRIETARY INFORMATION. This Agreement does not create any agency, partnership, or joint venture.

5. LIMITED LICENSE TO USE.

The Independent Contractor shall not acquire any intellectual property rights under this Agreement except the limited right to use set out above. The Independent Contractor acknowledges that, as between The Company and The Independent Contractor, the PROPRIETARY INFORMATION and all related copyrights and other intellectual property rights, are (and at all times will be) the property of The Company even if suggestions, comments, and/or ideas made by the Independent Contractor are incorporated into the PROPRIETARY INFORMATION or related materials during the period of this Agreement.

6. ASSIGNMENT OF NEW INTELLECTUAL PROPERTY.

The Independent Contractor will retain ownership of generalized methodologies, processes, procedures, text, artwork, or other intellectual

property developed by the Independent Contractor and specifically marked as property of the Independent Contractor. The COMPANY will retain ownership of intellectual property developed in conjunction with any business engagement between The Company and the Independent Contractor if specifically customized for The Company.

7. NON-COMPETE COVENANT.

The Independent Contractor will not directly or indirectly approach, solicit or accept work in any form from clients of The Company.

8. REMEDY FOR NON-COMPLIANCE.

If The Company believes the Independent Contractor is in default of this Agreement, legal remedies may be sought against The Independent Contractor.

9. GENERAL PROVISIONS.

This Agreement sets forth the entire understanding of the parties regarding confidentiality. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of Queensland. This Agreement shall not be assignable by either party, and neither party may delegate its duties under this Agreement, without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect from the date of first contact between The Company jointly and separately, and the Independent Contractor even if that first contact predates the date of this Agreement.

Understood, Approved & Agreed

Name of The Independent Contractor

Signature of The Independent Contractor

_____ Date