

## JRW INTELLECTUAL PROPERTY & NON-COMPETE AGREEMENT

**THIS AGREEMENT** governs the strategies, development, finished products, software, programs, websites, IT infrastructure, and all other tangible and intangible products and services ("Intellectual Property") that are developed, created, and/or implemented on behalf of JRW Investments, Inc (hereafter referred to as "JRW" including principals, employees, and associates of JRW) and \_\_\_\_\_ (hereafter referred to as the "Recipient" – including principals, employees, and associates of the Recipient) as of \_\_\_\_\_ (the "Effective Date").

1. **Definition of Intellectual Property.** As used herein, "Intellectual Property" shall mean any and all technical and non-technical information related to provided by JRW to the Recipient, including but not limited to (a) patent(s) and patent applications, (b) trade secret(s), and (c) copyrighted information (d) proprietary information--ideas, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, work-flow systems, software programs, software source documents, and formulae related to the current, future, and proposed products and services of JRW, and including, without limitation, respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing and lead generation plans, search engine optimization management specific to the strategies of JRW, and all other strategies and information JRW provides or that is gathered on behalf of JRW.
2. **Identification of Intellectual Property.** If the Intellectual Property is embodied in tangible material (including without limitation, programs, software, hardware, drawings, graphs, charts, disks, tapes, prototypes, process structure, notes, project design, and samples), or intangibly (orally or visually) it shall not be disseminated to third parties unless it is necessary for the implementation of the strategies authorized by written consent of JRW.
3. **Proprietary Development of Intellectual Property.** JRW intends to communicate information to the Recipient in order for the Recipient to provide accurate estimates/bids for the cost and timing for the completion of projects for the benefit of JRW. It is JRW's intent that the Recipient of this information maintain strict confidentiality of the strategies of marketing, lead generation, web, extranet and systems development and any and all other information that is proprietary to JRW.
4. **Non-compete.** Under no circumstances may the Recipient share JRW's Intellectual Property, including strategies, business, marketing, lead, web, program or software development or any other tangible or intangible implementation of JRW's business with a competitor, or similar market participant without written authorization from the principals of JRW. Under no circumstances may the Recipient utilize JRW's Intellectual Property, including strategies, business, marketing, lead, web, program or software development or any other tangible or intangible implementation of JRW's business in a manner that would cause
  - a. additional competition or impediments to JRW's business,
  - b. the diversion or attrition of clients, leads, profit margin, sales, or business away from JRW,

- c. a non-disclosed or non-contracted dependency of JRW upon the Recipient for services, adjustments, maintenance, or any other ongoing service or act by the Recipient for which JRW will lose material functionality of any portion of the Intellectual Property, strategies, marketing campaigns, business development, or any other part of JRW's ongoing business
- d. the inability for JRW to contract with other third parties for any and all adjustments and maintenance of any and all Intellectual Property developed created, adjusted, or in any other way implemented on behalf of JRW, under contract of JRW, or under employment of JRW

without prior written consent of the principals of JRW. In other words, it is the intent for JRW to contract with the Recipient to build out and implement certain business functions, lead generation programs and systems, web sites, and other business and marketing strategies that will be fully owned and controlled by JRW or by any party of JRW's choosing. It is JRW's intent to pay the Recipient for the work of building specific systems, programs, websites, software, or any other implementation necessary to fulfill certain business plans (as will be specifically outlined with each project). It is not the intent for JRW to provide any residual compensation for the implementation of these projects outside of the contract compensation pertaining to the project. Any other maintenance or any ongoing adjustments required to fulfill JRW's contract projects must be disclosed up front and agreed upon in writing. Nevertheless, each system and program must be created by the Recipient in such a way that another party could maintain or make necessary adjustments to the implementation of the project or any other Intellectual Property of JRW at JRW's discretion.

- 5. **Contract Work.** JRW intends to pay for contract work to be completed on its behalf in order for JRW to freely and fully implement, adjust, control, leverage, and in every way fully use per JRW's discretion. All development/ contract work is considered contract work only and JRW will maintain the full use and rights of all products, strategies, coding, programming, systems, structure, servers, web pages, websites, bots, and everything else that is created on JRW's behalf. The recipient will provide full access and control to JRW for all that is created on behalf of JRW and according to the contract by which JRW and the Recipient will operate. There shall be no implied control or residual payment due to the Recipient beyond that which is outlined as full payment by any project contract. All items developed for JRW will be considered fully owned by JRW and must be created such that another party could operate and maintain all items at JRW's sole discretion.
- 6. **Universal Coding/Programming.** JRW intends to work with coding/programming which is generally considered to be universally versatile. In other words, coding/programming completed on JRW's behalf should be able to be accessed and adjusted by other programmers and coders, and must not limit JRW to only utilizing the services of the Recipient to adjust the programming/coding. If the Recipient needs to utilize highly specialized coding/programming that may not be easily accessed and adjusted by other parties, the Recipient must receive written permission from JRW prior to the implementation of the coding/programming.
- 7. **Handling of Intellectual Property.** The Recipient agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose to any third party Intellectual Property of JRW, except as approved in writing by JRW to this Agreement, and will use the Intellectual Property for no purpose other than with the other party to this Agreement. JRW shall only permit access to Intellectual Property of the Recipient's employees or authorized representatives having a need to know and who have signed confidentiality and non-

compete agreements or are otherwise bound by confidentiality and non-compete obligations at least as restrictive as those contained herein.

8. **Term and Termination.** This Agreement shall terminate three (3) year(s) after the Effective Date. The Recipient's obligations under this Agreement shall survive termination of the Agreement between the parties and shall be binding upon the Recipient's heirs, successors and assigns for a period of five (5) years. Upon termination or expiration of the Agreement, or upon written request of the other party, each party shall promptly return to the other all documents and other tangible materials representing the other's Intellectual Property and all copies thereof.
9. **Warranties.** Each party represents and warrants to the other party that (i) it has the requisite corporate authority to enter into and perform this Agreement, (ii) this Agreement constitutes its legally binding obligation, enforceable in accordance with its terms, and (iii) its execution and performance under this Agreement, including its disclosure of Intellectual Property to the Recipient, will not result in a breach of any obligation to any third party or infringe or otherwise violate any third party's rights.
10. **No Export.** Neither party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.
11. **No Reverse Engineering.** The Recipient agrees that the software programs of JRW contain valuable confidential information and the Recipient agrees that it will not modify, reverse engineer, decompile, create other works from, or disassemble any software programs contained in the Intellectual Property of JRW without the prior written consent of JRW.
12. **No Grant of Rights.** The Recipient recognizes and agrees that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Intellectual Property of JRW disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Intellectual Property. The Recipient shall not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Intellectual Property of the other party.
13. **Equitable Remedies.** The Recipient's breach of this Agreement may cause irreparable harm to JRW for which JRW is entitled to seek injunctive or other equitable relief as well as monetary damages. No legal right of JRW will be limited in its pursuit of relief from or reparations for any act of the Recipient which violates this agreement.
14. **Miscellaneous.** The Recipient shall not transfer or assign this Agreement to any other person or entity, whether by operation of law or otherwise, without the prior written consent of the other. Any such attempted assignment shall be void and of no effect. This Agreement shall be governed by, enforced under, and construed and interpreted in accordance with, the laws of California without reference to conflict of laws principles. Each party agrees and consents to venue and personal jurisdiction in California. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law. Neither party will assign or transfer any

rights or obligations under this Agreement, including by operation of law, without the prior written consent of the other party. The Agreement is the complete and exclusive agreement regarding the disclosure of Intellectual Property between JRW and the Recipient, and replaces any prior oral or written communications between the parties regarding Intellectual Property. This Agreement may be signed in multiple copies, each of which shall constitute the same instrument. Once completely executed, any reproduction of this Agreement made by reliable means shall be considered an original.

**IN WITNESS WHEREOF**, the parties hereto have caused this Mutual Intellectual Property and Non-Compete Agreement to be executed as of the Effective Date.

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Company: \_\_\_\_\_

Position: \_\_\_\_\_

Position: \_\_\_\_\_

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

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

Address: \_\_\_\_\_

Address: \_\_\_\_\_

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