

Independent Contractor Non-Disclosure Agreement

FOR GOOD CONSIDERATION, and in consideration of becoming an independent contractor (contractor) for David M. Cotter (the Developer) as a “beta tester” or as a programmer for the software program “RoseNet”, the undersigned contractor hereby agrees and acknowledges:

1. That during the course of my contract there may be disclosed to me certain trade secrets and software (the Information) of the Developer; said trade secrets consisting but not necessarily limited to:
 - (a) Technical information: Methods, processes, formulae, compositions, systems, techniques, prototypes, drawings, data, trade secrets, intellectual property, inventions, machines, computer programs and research projects.
 - (b) Business information: Customer lists, pricing data, sources of supply, financial data and marketing, production, or merchandising systems or plans.
2. I agree that I shall not during, or at any time after the termination of my contract with the Developer, use for myself or others, or disclose or divulge to others including future employees or contractors, any trade secrets, confidential information, or any other proprietary data of the Developer in violation of this agreement.
3. That upon the termination of my contract with the Developer:
 - (a) I shall return to the Developer all documents and property of the Developer, including but not necessarily limited to: drawings, blueprints, reports, manuals, correspondence, customer lists, computer programs, and all other materials and all copies thereof relating in any way to the Developer’s business, or in any way obtained by me during the course of contract. I further agree that I shall not retain copies, notes or abstracts of the foregoing.
 - (b) The Developer may notify any future or prospective employer or third party of the existence of this agreement, and shall be entitled to full injunctive relief for any breach.
 - (c) This agreement shall be binding upon me and my personal representatives and successors in interest, and shall inure to the benefit of the Developer, its successors and assigns.
4. To safeguard the Information with diligence against disclosure to others.
5. Not to disclose the information to others who have not also signed this non-disclosure agreement with the Developer, without the express written permission of the Developer.

6. I shall not directly or indirectly acquire any interest in, or design, create, manufacture, sell or otherwise deal with any item or product, containing, based upon or derived from the Information, except as may be expressly agreed to in writing by the Developer.
7. That the work I do for the Developer is for free, and is not subject to compensation, wage, salary or fee of any kind.

The Developer will be entitled to obtain an injunction to prevent threatened or continued violation of this Agreement, but failure to enforce this Agreement will not be deemed a waiver of this Agreement.

Signed this _____ day of _____, 20_____.
