

Independent Contractor Nondisclosure Agreement

This independent contractor nondisclosure agreement is between CONTRACTOR'S

NAME: _____, an individual (the "**Contractor**") and LOVELY LITTLE LADIES CORPORATION AND ALL IT'S AFFILIATES, INCLUDED BUT NOT LIMITED TO DBA LOVELY LITTLE LADIES SALON SPA & CELEBRATIONS, DBA, LOVELY LITTLE LADIES SPA ON THE GO, DBA LOVELY LITTLE LADIES PARTY PLANNING, DBA, LOVELY LITTLE LADIES BEAUTY BASICS, a(n) California Corporation (the "**Company**"). In consideration of the Contractor's work with the Company and the compensation that will be paid for that work, the parties agree as follows:

BY:

1. CONFIDENTIAL INFORMATION.

In conjunction with the Contractor's work with the Company, the Company may (but is not required to) disclose to the Contractor, or the Contractor may develop or learn, Confidential Information.

"**Confidential Information**" means:

(a) information relating in any way to the Company or its current or proposed business, including without limitation financial statements, budgets and projections, customer identifying information, potential and intended customers, employers, products, computer programs, specifications, manuals, software, analyses, strategies, marketing plans, business plans, and other confidential information, provided orally, in writing, by drawings, or by any other media, that has been or may be:

(i) provided or shown to the Contractor or its directors, officers, employees, agents, and representatives (each an "**Contractor Representative**") by or on behalf of the Company or any of its directors, officers, employees, agents, and representatives (each a "**Company Representative**"); or

(ii) obtained by the Independent Contractor or a Contractor Representative from review of documents or property of, or communications with, the Company or a Company Representative; and

(b) all notes, analyses, compilations, studies, summaries, and other material, whether provided orally, in

writing, or by any other media, that contain or are based on all or part of the information described in subsection (a) (the "**Derivative Materials**").

2. OBLIGATION TO MAINTAIN CONFIDENTIALITY.

(a) **Confidentiality.** The Contractor shall, and shall ensure that each Contractor Representative, keep the Confidential Information confidential. Except as otherwise required by law, the Contractor and Contractor Representatives may not:

(i) disclose the Confidential Information to any person or entity other than:

A. a Contractor Representative who needs to know the Confidential Information to provide services to the Company; and

B. a Contractor Representative who signs a confidentiality agreement; and

C. with the Board of Directors with the Company's prior written authorization; or

(ii) use the Confidential Information for any purposes other than those contemplated by this agreement.

(b) **Term.** The Contractor shall, and shall require each Contractor Representative to, maintain the confidentiality and security of the Confidential Information until the earlier of: (i) such time as all Confidential Information disclosed under this agreement becomes publicly known and is made generally available through no action or inaction of the Contractor or (ii) the third anniversary of the termination of the Contractor's work with the Company. However, to the extent that the Company has disclosed information to the Contractor that constitutes a trade secret under law, the Contractor shall protect that trade secret for as long as the information qualifies as a trade secret.

3. EXCLUSIONS.

The obligations and restrictions of this agreement do not apply to that part of the Confidential Information that:

(a) was or becomes publically available other than as a result of a disclosure by the Contractor in violation of this agreement;

(b) was or becomes available to the Contractor on a nonconfidential basis before its disclosure to the Contractor by the Company or a Company Representative, but only if:

(i) the source of such information is not bound by a confidentiality agreement with the Company or is not otherwise prohibited from transmitting the information to the Contractor by a contractual, legal, fiduciary, or other obligation; and

(ii) the Contractor provides the Company with written notice of such prior possession either (A) before the execution and delivery of this agreement or (B) if the Contractor later becomes aware (through disclosure to the Contractor) of any aspect of the Confidential Information as to which the Contractor had prior possession, promptly on the Contractor so becoming aware; or

(c) is requested or legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, or similar process), or is required by a regulatory body, to be disclosed. However, the Contractor shall:

(i) provide the Company with prompt notice of any such request or requirement before disclosure so that the Company may seek an appropriate protective order or other appropriate remedy; and

(ii) provide reasonable assistance to the Company in obtaining any such protective order.

If a protective order or other remedy is not obtained or the Company grants a waiver under this agreement, then the Contractor may furnish that portion (and only that portion) of the Confidential Information that, in the written opinion of counsel reasonably acceptable to the Company, the Contractor is legally compelled or otherwise required to disclose. The Contractor shall make reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any part of the Confidential Information so disclosed; or

(d) was developed by the Contractor independently without breach of this agreement.

4. INVENTIONS.

(a) **Inventions Retained and Licensed.** Attached as **Exhibit A** to this agreement is a list of all Intellectual Property that the Contractor made before beginning its work with the Company (the "**Prior Inventions**") that belong to the Contractor, that relate to the Company's proposed business, products, or research and development, and that are not assigned to the Company under this agreement. If no such list is attached, the Contractor represents that there are no Prior Inventions. If disclosure of any such Prior Invention would cause the Contractor to violate a prior confidentiality agreement, the Contractor will not list the Prior Invention in **Exhibit A** but will provide a name of the invention, a list of the party or parties it belongs to, and the explanation why full disclosure was not given. A space is provided in **Exhibit A** for this purpose. If in the course of providing services to the Company, the Contractor incorporates into a Company product, process, or machine a Prior Invention owned by the Contractor or in which the Contractor has an interest, the Company will be granted and have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use, and sell such Prior Invention as part of or in connection with such product, process, or machine.

(b) **Works Made-For-Hire.** The Contractor acknowledges that it has no right or interest in any work or product resulting from the services the Contractor or any Contractor Representative performs for the Company, or any of the documents, reports, or other materials the Contractor or a Contractor Representative creates in connection with those services (collectively, the "**Company Inventions**"), and has no right to or interest in any copyright to the Company Inventions. The Contractor acknowledges that the Company Inventions have been specially commissioned or ordered by the Company as "works made-for-hire," as that term is defined in the United States Copyright Act and that the Company is therefore the author of and the owner of all copyrights in and to the Company Inventions.

(c) **Disclosure of Company Inventions.** The Contractor shall disclose promptly in writing to the Company or a Company Representative all Company Inventions that the Contractor or a Contractor Representative has authored, made, conceived, or first actually reduced to practice, alone or jointly with others.

(d) **Assignment of Company Inventions.** If the Company Inventions are deemed not to have been works made-for-hire, the Contractor will assign to the Company all interest the Contractor or any Contractor

Representative may have in the Company Inventions, including all copyrights, publishing rights, rights to use, reproduce, and otherwise exploit the Company Inventions in all formats or media and all channels.

(e) **Maintenance of Records.** The Contractor shall keep and maintain adequate and current written records of all Inventions the Contractor makes (solely or jointly with others) while providing services to the Company. The records may be in the form of notes, sketches, drawings, and any other format specified by the Company. The records will be available to and remain the sole property of the Company at all times.

(f) **Patent and Copyright Registrations.** The Contractor shall help the Company or its designee, at the Company's expense, secure the Company's rights in the Inventions and any copyrights, patents, mask work rights, or other intellectual property rights relating to the Inventions in all countries, including by disclosing to the Company all pertinent information and data about any of those, by signing all applications, specifications, oaths, assignments, and all other instruments that the Company may deem necessary to apply for and obtain such rights and to assign and convey to the Company, its successors, assigns, and nominees the exclusive interest in those Inventions, and any copyrights, patents, mask work rights, or other intellectual property rights relating to those. When it is in the Contractor's power to do so, its obligation to sign or cause to be signed any such instrument or papers will continue after the termination of this agreement. If because of the Contractor's mental or physical incapacity or for any other reason the Company is unable to secure a signature to apply for or pursue any application of any United States or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, the Contractor hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as the Contractor's agents and attorneys in fact, to act for and on behalf of the Contractor to sign and file those applications and do all other lawfully permitted acts to further the prosecution and issuance of patent or copyright registrations on them with the same legal force and effect as if signed by the Contractor.

5. RETURN OF PROPERTY.

At the Company's request, the Employee shall promptly (and no later than 1 days after the request):

- (a) return all Confidential Information to the Company; and
- (b) destroy all Derivative Material and within 1 days of this destruction, provide a written certificate to the Company confirming this destruction.

6. THIRD-PARTY INFORMATION.

The Contractor recognizes that the Company has received and in the future will receive confidential or proprietary information from third parties, subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. While the Contractor is providing services to the Company and afterwards, the Contractor owes the Company and such third parties a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm, or corporation except as necessary in carrying out the Contractor's work for the Company (consistent with the Company's agreement with such third party) or to use it for the benefit of anyone other than the Company or such third party (consistent with the Company's agreement with such third party) without the prior written consent of the Company. Any such information will be considered Confidential Information for purposes of this agreement.

7. FORMER EMPLOYER OR THIRD-PARTY CONFIDENTIAL INFORMATION.

The Contractor understands that it is the Company's policy to maintain the rights of any party with which the Contractor has a confidentiality or proprietary rights agreement. While the Contractor is working with the Company, the Contractor may not improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity or bring onto the premises of the Company any unpublished document or proprietary information belonging to that employer, person, or entity unless the employer, person, or entity consents in writing. The Contractor has no existing obligations to others that are inconsistent with any of the provisions in this agreement, except for those identified on **Exhibit C**.

8. NOTIFICATIONS.

The Contractor hereby authorizes the Company to notify others, including customers of the Company and

any future or prospective employers of the Contractor, of the terms of this agreement and each party's rights and obligations in it.

9. OWNERSHIP RIGHTS.

The Contractor acknowledges that the Confidential Information is and will be the Company's sole property, even if suggestions made by the Contractor are incorporated into the Confidential Information. The Contractor obtains no rights by license or otherwise in the Confidential Information under this agreement. The Contractor may not use the Confidential Information as a basis on which to develop or have a third party develop a competing or similar undertaking.

10. NATURE OF RELATIONSHIP.

The relationship of the parties under this agreement is one of independent contractors, and no joint venture, partnership, agency, employer-employee, or similar relationship is created by this agreement. Neither party may assume or create obligations on the other party's behalf, and neither party may take any action that creates the appearance of that authority.

11. CHOICE OF LAW; EQUITABLE RELIEF.

(a) **Choice of Law.** The laws of the state of California govern this agreement (without giving effect to its conflicts of law principles).

(b) **Choice of Forum.** Both parties consent to the personal jurisdiction of the state and federal courts in San Diego County, California.

(c) **Equitable Relief.** The Contractor's breach of this agreement will cause irreparable harm to the Company and monetary damages may not be a sufficient remedy for an unauthorized disclosure of the Confidential Information. If the Contractor discloses the Confidential Information in violation of this agreement, the Company may, without waiving any other rights or remedies and without posting a bond or other security, seek an injunction, specific performance, or other equitable remedy to prevent competition or further disclosure, and may pursue other legal remedies.

12. AMENDMENTS.

No amendment to this agreement will be effective unless it is in writing and signed by both parties or an authorized representative.

13. ASSIGNMENT AND DELEGATION.

(a) **No Assignment.** The Contractor may not assign any of its rights under this agreement, except with the prior written consent of the Company. All voluntary assignments of rights are limited by this subsection.

(b) **No Delegation.** The Contractor may not delegate any performance under this agreement, except with the prior written consent of the Company.

(c) **Enforceability of an Assignment or Delegation.** If a purported assignment or purported delegation is made in violation of this section, it is void.

14. COUNTERPARTS; ELECTRONIC SIGNATURES.

(a) **Counterparts.** The parties may execute this agreement in any number of counterparts, each of which is an original but all of which constitute one and the same instrument.

(b) **Electronic Signatures.** This agreement, agreements ancillary to this agreement, and related documents entered into in connection with this agreement are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

15. SEVERABILITY.

If any provision in this agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this agreement, but this agreement will be construed as if the invalid, illegal, or unenforceable provisions had never been contained in this agreement, unless the deletion of those provisions would result in such a material change that would cause completion of the transactions contemplated by this agreement to be

unreasonable.

16. NOTICES.

(a) **Writing; Permitted Delivery Methods.** Each party giving or making any notice, request, demand, or other communication required or permitted by this agreement shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this agreement: personal delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), facsimile, or email.

(b) **Addresses.** A party shall address notices under this section to a party at the following addresses:

BY:
If to the Company:

Lovely Little Ladies Corporation

5205 Avenida Encinas Suite A

Carlsbad, California 92008

admin@lovelylittleladies.com

If to the Contractor:

Street Address: _____

City: _____, California 00000

Email Address: _____

(c) **Effectiveness.** A notice is effective only if the party giving notice complies with subsections (a) and (b) and if the recipient receives the notice.

17. WAIVER.

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the

provisions of this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

18. ENTIRE AGREEMENT.

This agreement constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement with respect to the subject matter of this agreement. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this agreement by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this agreement. Except as set forth expressly in this agreement, there are no conditions precedent to this agreement's effectiveness.

19. HEADINGS.

The descriptive headings of the sections and subsections of this agreement are for convenience only, and do not affect this agreement's construction or interpretation.

20. EFFECTIVENESS.

This agreement will become effective when all parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.

21. NECESSARY ACTS; FURTHER ASSURANCES.

The parties shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplates or to evidence or carry

out the intent and purposes of this agreement.

[SIGNATURE PAGE FOLLOWS]



Each party is signing this agreement on the date stated opposite that party's signature.

Lovely Little Ladies Corporation and all it's affiliates, included but not limited to dba Lovely

Date: _____ By: _____

Name: Lovely Little Ladies Corporation

Title: Authorized: _____

BY:

Date: _____ By: _____

Name: Contractor's Name: _____

Lovely Little Ladies

SALON SPA & CELEBRATIONS

LIST OF PRIOR INVENTIONS AND ORIGINAL WORKS OF AUTHORSHIP

1. Except as listed in section 2 below, the following is a complete list of all Prior Inventions that were made, conceived, or first reduced to practice by the Contractor, alone or jointly with others, before his or her agreement with the Company:

BY:

Title	Date	Identifying Number or Brief Description
		

I have no inventions or improvements to list.

(Initials)

I have attached _____ additional sheets to this Exhibit A.

(Initials)

2. Because of an existing confidentiality agreement and the duties of confidentiality that the Contractor owes to the parties listed below, the Contractor cannot complete the disclosure in section 1 above with respect to the inventions or improvements listed generally below:

Invention or Improvement	Party Names	Relationship

BY:

Lovely Little Ladies

I have attached _____ additional sheets to this Exhibit A.

(Initials)

SALON • SPA & CELEBRATIONS

Date: _____

By: _____

Name: Contractor's Name: _____

CERTIFICATION

This is to certify that I do not have in my possession, and I have not failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any of these items, belonging to Lovely Little Ladies Corporation and all its affiliates, included but not limited to dba Lovely Little Ladies Salon Spa & Celebrations, dba, Lovely Little Ladies Spa On The Go, dba Lovely Little Ladies Party Planning, dba, Lovely Little Ladies Beauty Basics, its subsidiaries, affiliates, successors, or assigns (the "Company").

I further certify that I have complied with the terms of the contractor intellectual property rights and nondisclosure agreement signed by me, including the reporting of any inventions and original works of authorship (as defined in the agreement), conceived or made by me (solely or jointly with others) covered by that agreement.

I further agree that, in compliance with the contractor intellectual property rights and nondisclosure agreement, I will preserve as confidential all trade secrets, confidential knowledge, data, or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, financial information, or other subject matter pertaining to any business of the Company or any of its employees, clients, consultants, or licensees.

Date: _____

By: _____

Name: Contractor's Name: _____



LIST OF PRIOR CONFIDENTIALITY OBLIGATIONS

Date of Agreement or Obligation	Parties' Name	Brief Description

I have no prior confidentiality obligations.

(Initials)

I have attached _____ additional sheets to this Exhibit C.

(Initials)

Date: _____

By: _____

Name: Contractor's Name: _____