

Independent Contractor and Confidentiality Agreement

 In consideration of my services with Missing Ingredient, Inc. (“the Company”) working as a Brand Ambassador, the undersigned hereby agrees and acknowledges as follows:

# independent contractor.

## **I am an independent contractor of the Company, not an employee of the Company. This agreement does not create an expectation of employment, and is not an employment contract. As an independent contractor, I am responsible to file my own federal and state income taxes in accordance with applicable law.**

## **As an independent contractor, I shall communicate as needed with my supervisor(s) and respond within twenty-four (24) hours to any email, text or telephone communication from supervisor(s) or Company Corporate Office.**

## **I agree to booked and confirm all store visit dates sixty (60) days out and submit to my supervisor(s). The dates on my BA calendar recap should not change once they are submitted to my supervisor(s).**

## **I agree to telephone my supervisor(s) and retailer immediately if I shall be late or must cancel my booked date and reschedule due to unforeseen circumstances. I shall send an email or text immediately to confirm my telephone call.**

# confidentiality and trade secrets.

## **Confidential and Sensitive Information.** While working as an independent contractor for the Company, I may receive and come into possession of certain trade secrets of the Company; said trade secrets consisting of:

### Proprietary Technical information, including but not limited to methods, processes, formulae, compositions, inventions, machines, computer programs and research projects (collectively “Confidential Information”);

### Sensitive business information, including but not limited to customer lists; pricing data; retail sales numbers, pay scales, reporting, sources of supply, production, merchandising systems, client and contact information (“Sensitive Information”). Contact of existing or previous clients is prohibited.

### Gratis, Testers, Samples and Brand Tools are specifically designated for in store use.

## **Trade Secret Status.** I understand and agree the Confidential Information and the Sensitive Information are confidential trade secrets.

## **Not to be Disseminated**. I shall not during, or at any time after the termination of my services with the Company, use for myself or others, disclose or divulge to others any trade secrets, confidential information, or any other data of the Company or its clients. I agree to take efforts to maintain the confidentiality of the Confidential Information and the Sensitive Information. This provision survives termination of this Agreement.

## **Remedy for Breach.** I understand the Confidential Information and the Sensitive Information are vital to the success of the Company, and any misappropriation of the Confidential Information and Sensitive Information would cause the Company to suffer irreparable harm, to which it would be entitled to injunctive relief accompanied by a nominal bond. This provision survives termination of this Agreement.

# termination of this agreement.

## **No Cause.** Either party may terminate this agreement without notice, without any penalty to either party.

## **Upon Termination.** I shall return to the Company all documents relating to the Company that I received or came into possession of belonging to the Company, including but not limited to the Confidential Information, the Sensitive Information, reports, manuals, correspondence, testers, brochures, gratis and all other materials within 72 hours. I agree that I shall not retain copies of the foregoing. This information must be received in Company Corporate Office prior to release of any final pay.

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## **Successors.** This Agreement shall be binding upon me and my personal representatives and successors in interest, and shall inure to the benefit of the Company, its successors and assigns.

# Pay schedule for independent contractors.

## I understand and agree there are two monthly pay periods, and agree to the following payment scheduling and requirements:

### Monthly Pay Period 1: I shall be paid for all hours input into “SpringAhead” and approved for the 1st to the 15th of each month. I understand the Company shall process payment for Monthly Pay Period 1 by the 22nd of said month.

### Monthly Pay Period 2: I shall be paid for all hours input into “SpringAhead” and approved for the 16th to the last calendar day of each month. I understand the Company shall process payment for Monthly Pay Period 2 by the 7th of the following month.

### I understand that any hours not input or approved by the deadlines set forth in Art. 5 (a. and b.) herein shall be paid according to the schedules for the pay period that follows after the time is input and approved.

### I understand the Company has the authorization to validate any hours input into “SpringAhead” and “GoSpotCheck” with the retail store Manager in Charge. Any hours that cannot be validated and are in question will not be paid.

# IMportance of entering time.

## I understand and agree that the Company employs a system to track arrival and departure times, and as such, I understand that I have no expectation of privacy as to arrival and departure times for the work contracted for under this Agreement.

## **I agree that I shall daily complete the “GoSpotCheck” mission/store visit accurately and enter my actual time worked into “SpringAhead” immediately at the end of each shift I perform services for the Company per the procedures set forth. In addition, my entries shall be consistent with my BA calendar recap and specific allocated time period of shift. Time entered into “GoSpotCheck” and “SpringAhead” must be the same.**

## **BRAND AMBASSADOR PROTOCOLS AND GUIDELINES.**

## **I agree and acknowledge that I am responsible to follow all Brand Ambassador Protocols and Guidelines if I choose to provide services to the Company. My signature below acknowledges that I have read the Brand Ambassador Protocols and Guidelines.**

**Signature:** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **Date**: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name (Print**): **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Emergency Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Relationship: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

***(A color copy of a current state/federal issued identification card is required with submission of this Agreement.)***

 **Front and back of driver license**

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