



Dyson IT Works LLC

Provider Onboarding





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PROVIDER PROFILE

Provider Information

Full Name: _____ Date: _____
Last First M.I.

Remittance Address: _____
Street Address Apartment/Unit #

City State ZIP Code

Mobile Phone: _____ Email: _____

Facebook Handle: _____ Instagram Handle: _____

Date Available: _____

Audio Visual Skills

- General Video Conferencing Troubleshooting Skills

Security Skills

- Card Access Intrusion Visitor Management CCTV Systems Analog & Digital

Structured Cabling Skills

- Fiber Copper/Cat5e/Cat6 Master Electrician Electrical

Data Center

- Cabling Design Smart Hands Support Breakout Box

Technical Skills

- LAN Network Design WLAN Network Design 802.11 Deployment LAN Security
 WLAN Security Network Integration Site Survey Rack & Stack

Additional Qualifications

Please enter any additional knowledge, skills, abilities, certifications, licenses.

References

Please list up to three professional references.



Dyson IT Works LLC

Full Name: _____ Relationship: _____

Company: _____ Phone: _____

Email: _____

Full Name: _____ Relationship: _____

Company: _____ Phone: _____

Email: _____

Full Name: _____ Relationship: _____

Company: _____ Phone: _____

Email: _____

Disclaimer and Signature

I certify that my answers are true and complete to the best of my knowledge.

Signature: _____ Date: _____



DIRECT DEPOSIT AUTHORIZATION FORM

Direct Deposit Authorization

IMPORTANT! Please read carefully before completing and signing this form.

I hereby authorize DYSON IT WORKS LLC (DITW) to deposit any amounts owed me, as instructed by DITW, by initiating credit entries to my account at the financial institution (hereinafter "Bank") indicated on this form. I further authorize Bank to accept and to credit any credit entries indicated by DITW to my account. Should DITW deposit funds erroneously into my account, I authorize DITW to debit my account for an amount not to exceed the original amount of the erroneous credit. This authorization is to remain in full force and effect until DITW and Bank have received written notice from me of its termination in such time and in such manner as to afford DITW and Bank reasonable opportunity to act on it.

Provider Name: _____

Provider Signature: _____

Date: _____

Account Information

Please verify that you provide the correct routing number and account number. Incorrect entries will result in payment delays.

Bank Name: _____

Bank City/State: _____

Routing Number: _____

Account Number: _____

Account Type: Checking Savings



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement (the "**Agreement**") is made and entered into as of the date last executed (the "**Effective Date**"), by and between DYSON IT WORKS LLC, (the "**Company**"), located at 3948 Legacy Dr Ste 106, Plano, Texas 75023 in the County of Collin, and _____ (the "**Independent Contractor**" or "**Contractor**") located at _____.

RECITALS

The Independent Contractor is secured to provide the services described below at the Company's principal place of business as aforementioned, or from the Contractor's principal place of business, if applicable, as aforementioned. The Independent Contractor represents that s/he has complied with all Federal, State and local laws regarding business permits, licenses, reporting requirements, tax withholding requirements, and other legal requirements of any kind that may be required to carry out said business and the Scope of Work which is to be performed as an Independent Contractor pursuant to this Agreement, and as such, provides his/her Employer Tax ID Number, _____. The Independent Contractor is or shall remain open to conducting similar tasks or services for the Company, which may not be listed or described below, or for entities other than the Company and thus holds himself or herself out to the public to be a separate business entity.

The Company desires to hire and contract the services of the Independent Contractor to perform those tasks as set forth herein. The Independent Contractor assents to this Agreement and to act and perform as an independent contractor for the aforementioned Company and is thus willing to do so on the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained within this Agreement, the Parties agree as follows:

INDEPENDENT CONTRACTOR REPRESENTATION

The implementation of this Agreement does not constitute a hiring by either party. It is therefore the intention of the parties that the Independent Contractor shall maintain an independent contractor status and shall not be considered an employee for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, provisions of the Federal Internal Revenue Code, State Revenue and Taxations Code relating to income tax withholding, Workers' Compensation Insurance and other benefit payments and third party liability claims.

Therefore, staying within the Scope of Work, the Independent Contractor shall retain sole and absolute discretion in the manner and means for the carrying out of his/her activities and responsibilities contained herein this Agreement. This Agreement shall not be construed or considered to be a partnership or joint venture, and the Company shall not be held liable for any obligations incurred by the Independent Contractor, unless otherwise specifically authorized as such in writing. The Independent Contractor shall not act as an agent or representative of the Company, superficially or otherwise, nor bind the Company in any manner, unless specifically authorized to do so in writing.

RESPONSIBILITIES, DUTIES AND SCOPE OF WORK

The Independent Contractor herein agrees to adhere to DYSON IT WORKS LLC Code of Standards and devote the necessary amount of time, energy and attention required to satisfactorily complete, conclude and/or archive the following duties/responsibilities:

Execute structured cabling work to install, service and maintain, repair, and modify the low voltage category cabling, communications cabling, fiber optic cabling, and several other low voltage cabling systems. This includes ensuring all executed work are Class 2 compliant per state regulations.

FURTHERMORE, the Independent Contractor shall perform all responsibilities and duties that may be defined by the project Scope of Work set forth by each Work Order assigned; including, but not limited to, work which may already be in progress and/or any related Change Orders. The Independent Contractor shall have full discretion within the Scope of Work but shall not engage in any activity which is not expressly set forth by this Agreement or the Work Order assigned without prior written authorization. Additionally, the Independent Contractor may not subcontract the Work Order without prior written authorization from DYSON IT WORKS LLC.

CODE OF STANDARDS

The Independent Contractor herein agrees to adhere to the following Code of Standards in the execution of Responsibilities, Duties, and Scope of Work:



- All wiring shall be attached to the permanent building structure.
- All low-voltage electrical work shall be done in a workmanlike manner (neat and organized).
- Penetrations in fire barriers shall be sealed.
- All splices and terminations shall be done in appropriate electrical boxes.
- Low-voltage wiring shall not be strapped to conduit.
- Low-voltage wiring shall not be attached to sprinkler piping.
- Wire shall not be run on top of the drop ceiling panels.
- Wiring shall not be attached to the support grid for the drop ceiling.

Furthermore, an Independent Contractor's wiring shall be intrinsically safe. Riser cable should only be used for vertical runs, typically between floors in a building. Contractor must use plenum-rated cable in riser application or in a general-purpose application, but use of general-purpose cable in a riser or plenum application is strictly prohibited. Contractor assumes any and all liabilities for the use of incorrect cables and understands that this can result in legal action in both criminal and civil court. The Independent Contractor further acknowledges that should wrong cable be used, and installation fails inspection, Contractor is responsible for removal and correction at Contractor expense.

DOCUMENTS, RECORDS OR BOOKS

All documents, records or books which may be related to the Scope of Work, as set forth herein this Agreement or by each Work Order, shall be maintained by the Independent Contractor at the Independent Contractor's principal place of business and open to inspection by the Company during regular working business hours. The documents, records and/or books to which the Company shall be entitled to inspect and receive copies of include, but are not limited to, any and all contract documents, change/purchase orders and work which has been authorized by the Company on existing or any potential project that are related to this Agreement.

WORK SCHEDULE, EQUIPMENT AND SUPPLIES

The Independent Contractor shall be responsible to the owner(s) and/or manager(s) of the Company. The Independent Contractor shall supply all necessary equipment, materials and supplies needed to complete the agreed upon Scope of Work. The Independent Contractor shall not rely solely upon the equipment or offices of the Company for completion of the tasks and duties set forth pursuant to this Agreement. Any directions or advice provided to the Independent Contractor regarding the Scope of Work shall be considered a suggestion only and not an instruction.

COMPENSATION

The Independent Contractor shall be entitled to full compensation for the performance of tasks, responsibilities and/or duties related to the Scope of Work as follows:

Compensation Terms: NET 30
Total Compensation Amount: Defined by Work Order

Said compensation shall become due and payable to the Independent Contractor following receipt of an invoice by the Company and payable pursuant to the following schedule and method:

Compensation Schedule: NET 30 following satisfactory completion of Work Order and receipt of invoice
Compensation Method: ACH PAYMENT

TAX WITHHOLDING

The Independent Contractor acknowledges and recognizes that it shall complete and return to the Company an IRS Form 1099 and related tax statements and shall be required by law to file corporate and/or individual tax returns, and to pay said taxes pursuant to all provisions of applicable Federal, State and Local laws. The Independent Contractor herein pledges and agrees to indemnify the Company for any damages or expenses, including any related attorney's fees, and legal expenses incurred by the Company because of the Independent Contractor's failure to make such required payments. Upon the Company's reasonable request, the Independent Contract shall provide proof of required tax payments.

BENEFIT RIGHTS WAIVER

The Independent Contractor herein waives and foregoes any and all right to receive any benefits that may be provided by the Company to its regular employees, including, but not limited to, health benefits, vacation, retirement, profit sharing plans, sick leave, and any 401(k) plans. The Independent Contractor acknowledges and agrees that if any



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government agency or court of law claims that the Independent Contractor is an employee, s/he agrees to waive coverage under these plans. This waiver is applicable to all non-salary benefits which might otherwise be found to accrue to the Independent Contractor by virtue of his/her agreement with the Company. This waiver is effective independently of the Independent Contractor's employment status as adjudicated for taxation purposes or for any other purpose.

NON-DISCLOSURE AND NON-COMPETE

Representation and Warranties

The Independent Contractor represents and warrants that his/her relationship with the Company will not cause or require that s/he breach any obligation to the agreement of or confidence related to any confidential, trade secret and/or proprietary information of any other person, company, or entity. Furthermore, the Independent Contractor acknowledges that a condition of the relationship is s/he has not brought and will not bring or use in the performance of his or her duties at the premises of the Company any proprietary or confidential information, whether or not in writing, of a former contracted company without that company's written permission or authorization. The breach of this condition shall result in automatic termination of the relationship as of the time of the occurring breach. Except as otherwise noted on the back of the signature page hereof, there are no inventions heretofore made or conceived by the Independent Contractor that the Independent Contractor deems to be excluded from the scope of this Agreement and Independent Contractor hereby releases the Company from any and all claims by the Independent Contractor by reason of any use by Company from any invention heretofore made or conceived by the Independent Contractor.

Non-Solicitation Clause

The Independent Contractor shall not, throughout the duration of this Agreement and for a period of immediately following the termination of this Agreement, either directly or indirectly, call on, solicit, take away or attempt to do any of the such that which pertains to any of the customers or clients of the Company on whom the Independent Contractor called, contacted or may have become acquainted with during the fulfillment of the terms of this Agreement, either for his/her own benefit or for the benefit of any other individual, firm, corporation or organization.

Non-Compete Clause

During the business relationship and for 12 months after the separation of this relationship for any reason, the Independent Contractor will not directly or indirectly engage in any business that competes with DYSON IT WORKS LLC.

Directly or indirectly engaging in any competitive business includes, but is not limited to:

- a. engaging in business as owner, partner, or agent;
- b. becoming an employee of any third party that is engaged in such business;
- c. becoming interested directly or indirectly in any such business; or
- d. soliciting any customer of DYSON IT WORKS LLC for the benefit of a third party that is engaged in such business

The Independent Contractor agrees that this non-compete agreement will not adversely affect the Contractor's livelihood.

This agreement shall apply to the following geographic area:

- a. Within a 500-mile radius from Plano, Texas.

Non-Recruit Clause

Recipient understands and agrees that any attempt on the part of Recipient to induce Company's employees to leave Company's workforce, or any effort by Recipient to interfere with Company's relationship with its employees would be harmful and damaging to Company. Recipient agrees that during the duration of this Agreement, and for a period of 2 year following the culmination, completion or termination of this Agreement, Recipient will not in any way, directly or indirectly:

- (i) Induce or attempt to induce any employee of Company to quit employment with Company;
- (ii) Otherwise interfere with or disrupt Company's relationship with its employees;
- (iii) Discuss employment opportunities or provide information about competitive employment to any of Company's employees; or
- (iv) Solicit, entice, or hire away any employee of Company for the purpose of an employment opportunity that is in competition with Company.

Non-Partnership or Ownership Clause



Dyson IT Works LLC

Neither the Independent Contractor nor any of his/her representatives, agents or principals shall become or be considered an owner, partner, joint venture with or agent of the Company or any of its subsidiaries, affiliates or related companies or businesses by reason of this Agreement or their relationship with the Company unless otherwise declared or stipulated in a separate written agreement that has been signed and dated by all parties. Neither the Company, Independent Contractor nor any representative, agent, principal, officer or anyone who may be retained by the Independent Contractor shall have any authority to bind the other in any respect unless otherwise set forth in a separate written agreement which has been signed and dated by all parties.

Business Opportunity

Throughout the duration of the terms of this Agreement, should the Independent Contractor become aware of any venture, project, business, investment or other opportunity, collectively known as an "Opportunity," that is similar to, competitive with, in the same field as, or related to the Company, or any aspect which may be related to any project, investment, business or venture of the Company, then the Independent Contractor shall notify the Company immediately in writing of any such Opportunity and shall use the Independent Contractor's good-faith efforts to cause the Company to have the opportunity to explore, invest in, participate in, or otherwise become affiliated with said Opportunity.

MARKETING, ADVERTISING AND PROMOTIONAL MATERIAL

The Independent Contractor shall, at no time, promote or advertise, including such things as conducting marketing surveys, mass marketing, direct mailing programs or use of the internet in such advertising or promotional capacity, any the Company's services and/or products without first obtaining the Company's prior written authorization or consent. The Independent Contractor shall only make use of promotional and informational materials, including, but not limited to, Policy applications, marketing materials, training materials and other Company forms, which have been supplied to the Independent Contractor by the Company or that which has been approved in writing by an authorized agent, representative or official of the Company, collectively known as the "Materials." The Independent Contractor shall use the Materials in compliance and in accordance with the entire Company's Advertising Guidelines then currently in effect. Any such Materials made available to the Independent Contractor and approved by the Company shall in no way be reproduced, modified, or altered in any respect or manner without first obtaining prior written approval. Any materials created by the Independent Contractor and approved by the Company shall not be modified or altered without the Company's prior written authorization or consent. The Independent Contractor herein allocates and agrees to allocate to the Company the complete and full copyright in any and all materials created or that may be created by the Independent Contractor throughout the course of this Agreement, and as such, the Independent Contractor agrees to promptly execute any such document(s), if any, that the Company may request and/or require to confirm the allocation of the copyright or to expedite the registration of the copyright in the Materials anywhere necessary. The Company reserves the right to request from the Independent Contractor, at any time, samples of any Materials which the Independent Contractor may be using to verify compliance with the terms and conditions of this paragraph, and furthermore, the Independent Contractor agrees to provide such samples to the Company within 3 days of the Company's written request.

RETURN OF COMPANY PROPERTY

Upon the termination of this Agreement, or as per the request of either party, each party shall promptly and immediately deliver to the other party any and all property in its possession or under its care and control belonging to the other party, including but not limited to, proprietary information, customer names and lists, trade secrets, intellectual property, computers, equipment, pass keys, company identification, tools, documents, plans, recordings, software, and all related records and/or accounting/financial information.

EXPENSES

Both the Independent Contractor and the Company agree to maintain separate financial accounts with regards to all expenses related to performing the Scope of Work. The Independent Contractor shall be solely responsible for payment of all his/her out of pocket expenses incurred pursuant to this Agreement unless otherwise provided in writing by the Company. The Independent Contractor agrees to execute and deliver any agreements and documents prepared by the Company and to do all other lawful acts required to establish, document and protect such rights.

EXECUTION

During and throughout the course of employment by the Company, and upon the request of and without any compensation other than that which is herein contained and provided, but at no expense to the Independent Contractor, the Independent Contractor shall execute any documents and take action which the Company may deem necessary or



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appropriate to ensure the implementation of all the provisions of this Agreement, including without limitation, assisting the Company in obtaining and/or maintaining any patents, copyrights or similar rights to any Proprietary Information assigned and allocated to the Company.

The Independent Contractor further agrees that the obligations and undertakings herein stated within this section shall continue beyond termination of employment for any reason by the Company; however, should the Independent Contractor be called upon for any such assistance after termination of employment, then the Independent Contractor shall be entitled to fair and reasonable payment in addition to reimbursement of any expenses which may have been incurred at the request of the Company.

SUSPEND, DELAY, STOP, OR ALTER WORK

The Company reserves the right to inspect, stop and/or alter the work of the Independent Contractor to assure its conformity with this Agreement and the Company's needs.

At any time, the Company may, without cause, order the Independent Contractor, by way of providing written notice, to suspend, delay or stop work and/or services pursuant to this Agreement or Work Order, in whole or in part, for such periods of time as the Company, at its sole discretion, may deem fit or necessary. Any such order shall be affected by the delivery of a written notice to the Contractor of said order specifying the extent to which the performance of the work or services this Agreement or Work Order is suspended, and the date upon which the order becomes effective. The suspension, delay, or stop of work and/or services shall be treated as an excusable delay.

TERM AND TERMINATION OF AGREEMENT

This Agreement is effective from the date of execution and will remain in effect for the duration of the business relationship until such relationship is terminated for any reason.

PROFESSIONAL CONDUCT

The Independent Contractor shall be required to treat all Company employees, customers, clients, business associates and partners and other affiliates with complete respect and responsibility. The Independent Contractor shall be required to comply with all laws, governing their profession, licensing requirements and other laws or regulations that will permit them to complete the Scope of Work.

LICENSING, GENERAL LIABILITY INSURANCE AND WORKERS' COMPENSATION COVERAGE

The Independent Contractor herein agrees to promptly provide to the Company proof of the necessary licensing status that may be required to perform the Scope of Work in accordance with the terms and conditions of this Agreement and each Work Order. Upon request of the Company, the Independent Contractor must supply proof of General Liability Insurance and Workers' Compensation Coverage where required by law.

INDEPENDENT CONTRACTOR EMPLOYEES

All persons who have been hired by the Independent Contractor to assist in the performance of the duties, tasks and responsibilities that are necessary to complete the Scope of Work, shall be considered the employees of the Independent Contractor, unless otherwise specifically noted in an agreement signed by all parties. The Independent Contractor shall immediately provide proof of Workers' Compensation insurance and General Liability insurance on said employees, upon request of the Company.

NOTICES

Any and all notices, which may be required hereunder by any party to the other party, shall be executed by either personal delivery in writing, or by mail, registered or certified, postage pre-paid with a return receipt requested. Mailed notices must be addressed to the parties at the addresses herein contained in this Agreement. However, each party may change their address, thus requiring written notice of such change of address in accordance with this section. Any hand delivered notice shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated after five (5) days of mailing. The Independent Contractor herein agrees to keep the Company informed of any change of business and/or mailing addresses, as well as telephone, facsimile, email, mobile number or any other relevant means of contact and communication.

MEDIATION AND ARBITRATION

In the event that a controversy should arise between the parties to this Agreement which would involve the construction or application of any of the terms, provisions or conditions of this Agreement, a written request of either party served on



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the other, shall be submitted first to mediation and if the issue cannot be resolved, it shall then proceed to binding arbitration. Mediation or binding arbitration proceeding shall comply with and be governed by the provisions of the American Arbitration Association for Commercial Disputes, unless said Parties stipulate otherwise, or in such proportions as the arbitrator shall decide.

INJUNCTIVE RELIEF

The Independent Contractor herein acknowledges (1) the unique nature of the protections and provisions established and contained within this Agreement, (2) that the Company shall suffer irreparable harm if the Independent Contractor should breach any of said protections or provisions, and (3) that monetary damages would be inadequate to compensate the Company for said breach. Therefore, should the Independent Contractor cause a breach of any of the provisions contained within this Agreement, and then the Company shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.

INDEMNIFICATION

The Independent Contractor shall defend, indemnify, hold harmless, and insure the Company from any and all potential damages, expenses or liabilities which may result from or arise out of any negligence or misconduct on part of the Independent Contractor, or from any breach or default of this Agreement which may be caused or occasioned by the acts of the Independent Contractor. The Independent Contractor shall also insure that all of its employees and affiliates take all actions necessary to comply with all herein contained terms and conditions established and set forth in this Agreement. Furthermore, the Independent Contractor shall name the Company as an additional insured on all related insurance policies including worker's compensation and general liability.

ENTIRE AGREEMENT

This Agreement shall be considered a separate and an independent document of which it shall supersede any and all other Agreements, either oral or written, between the parties hereto, except for any separately signed Confidentiality, Trade Secret, Non-Compete or Non-Disclosure Agreements to the extent that these terms are not in conflict with those set forth herein.

REPRESENTATION

All parties to this Agreement herein acknowledge that no representation, inducements, promises or other agreements, orally or otherwise, have been made by any party hereto, or by anyone action on behalf of any party hereto, which are not included herein, and that no other agreement, statement or promise not contained within this Agreement shall be valid or binding. Any alteration or modification of this Agreement shall be effective only when done so in writing, signed and dated by all parties hereto.

SEVERABILITY

Should any term, condition, or provision of this Agreement be deemed or held to be invalid or unenforceable for any reason, those remaining terms, conditions, and provisions shall remain valid and enforceable. Should a court of law determine that any term, condition, or provision of this Agreement is invalid or unenforceable, but that by limiting such term, condition, or provision it would become valid and enforceable, then such term, condition and/or provision shall be deemed to be written, construed, and enforced as so limited.

CONTINUING EFFECTS

The Independent Contractor's obligations with regards to all trade secrets and confidential information, shall continue to be in effect beyond the scope of the relationship as aforementioned, and said obligations shall continue to be binding upon not only the Independent Contractor, but the spouse, affiliates, assigns, heirs, executors, administrators and/or other legal representatives as well.

SUBSIDIARIES

For the sole purpose of this Agreement, Company shall also be deemed to include any affiliated organization that owns fifty percent (50%) or more of the voting stock, whether or not the Independent Contractor is directly employed by such other organization.

COUNTERPARTS

This Agreement, at the discretion of the parties herein, may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute a single integrated document.

SEVERABILITY



Dyson IT Works LLC

In the event that any provision, clause, sentence, section or other part of the Contract is held to be invalid, illegal, inapplicable, unconstitutional, contrary to public policy, void or unenforceable in law to any person or circumstance, the balance of the Agreement shall nevertheless remain in full force and effect so long as the Purpose of the Agreement is not affected in any manner adverse to either party.

MODIFICATIONS

All parties have the option to modify this Agreement, and as such may be modified in writing and executed by the party to this Agreement against whom such modification is sought.

WAIVER

If either party fails to enforce any provision contained within this Agreement, it shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

DRAFTING AMBIGUITIES

All parties to this Agreement have reviewed and had the opportunity to revise this Agreement, have had the opportunity to have legal counsel review and or revise this Agreement. The rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement.

JURISDICTION AND VENUE

This Agreement is to be construed pursuant to the current laws of the State of Texas. Jurisdiction and venue for any claim arising out of this Agreement shall be made in the State of Texas, in the County of Collin.

COPIES

Both the Independent Contractor and the Company hereby acknowledges that they have received a signed copy of this Agreement.

THE UNDERSIGNED HAVE READ, UNDERSTAND and ACCEPT THIS AGREEMENT, and by signing this Agreement, all parties agree to all the aforementioned terms, conditions and policies.

COMPANY:

DYSON IT WORKS LLC
3948 Legacy Dr Ste 106
Plano, Texas 75023

INDEPENDENT CONTRACTOR:

(Signature) **Verna Jones, Project Manager**

(Signature)

Date Executed

Date Executed



NON-COMPETE AGREEMENT

This NON-COMPETE AGREEMENT (this "**Agreement**") is made and entered into as of the date last executed (the "**Effective Date**"), by and between DYSON IT WORKS LLC (the "**Company**" or "**Disclosing Party**") located at 3948 Legacy Dr Ste 106, Plano, Texas 75023 and _____ (the "**Recipient**") located at _____. Company and Recipient may be referred to individually as the "**Party**", or collectively, the "**Parties**".

1. NON-COMPETE

During the business relationship and for 12 months after the separation of this relationship for any reason, _____ will not directly or indirectly engage in any business that competes with DYSON IT WORKS LLC.

1.1 Directly or indirectly engaging in any competitive business includes, but is not limited to:

- a. engaging in business as owner, partner, or agent;
- b. becoming an employee of any third party that is engaged in such business;
- c. becoming interested directly or indirectly in any such business; or
- d. soliciting any customer of DYSON IT WORKS LLC for the benefit of a third party that is engaged in such business

1.2 _____ agrees that this non-compete agreement will not adversely affect _____'s livelihood.

1.3 This agreement shall apply to the following geographic area:

- a. Within a 500-mile radius from Plano, Texas.

2. NON-SOLICITATION

Recipient understands and agrees that any attempt on the part of Recipient to induce Company's employees to leave Company's workforce, or any effort by Recipient to interfere with Company's relationship with its employees would be harmful and damaging to Company. Recipient agrees that during the duration of this Agreement, and for a period of 2 year following the culmination, completion or termination of this Agreement, Recipient will not in any way, directly or indirectly:

- (i) Induce or attempt to induce any employee of Company to quit employment with Company;
- (ii) Otherwise interfere with or disrupt Company's relationship with its employees;
- (iii) Discuss employment opportunities or provide information about competitive employment to any of Company's employees; or
- (iv) Solicit, entice, or hire away any employee of Company for the purpose of an employment opportunity that is in competition with Company.

3. CONFIDENTIAL INFORMATION

By definition herein, "Confidential Information" shall mean any and all technical and non-technical information provided by DYSON IT WORKS LLC, including but not limited to, any data, files, reports, accounts, or any proprietary information in any way related to products, services, processes, database, plans, methods, research, development, programs, software, authorship, customer lists, vendor lists, suppliers, marketing or advertising plans, methods, reports, analysis, financial or statistical information, and any other material related or pertaining to any business of DYSON IT WORKS LLC, its subsidiaries, respective clients, consultants or vendors that may be disclosed to the Recipient herein contained within the terms of this Agreement.

The Recipient shall not in any manner or form, at any time disclose, reveal, unveil, divulge, or release, either directly or indirectly, any aforementioned proprietary or confidential information for personal use or for the benefit of any third party and shall at all times endeavor to protect all Confidential Information belonging to the Company.

4. INJUNCTIVE RELIEF

The Recipient herein acknowledges (i) the unique nature of the protections and provisions established and contained within this Agreement, (ii) that the Company shall suffer irreparable harm if the Recipient should breach any of said protections or provisions, and (iii) that monetary damages would be inadequate to compensate the Company for said breach. Therefore, should the Recipient cause a breach of any of the provisions contained within this Agreement, the Company shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce said provisions.

5. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between Company and Recipient, replacing all other written and/or previous agreements.



6. AMENDMENTS

This Agreement may be amended only by an instrument in writing that is signed by both Parties. Amendments to this Agreement will be effective as of the date stipulated therein.

7. SEVERABILITY

Company and Recipient acknowledge that this Agreement is reasonable, valid, and enforceable. However, if any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Parties' intent that such provision be changed in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

8. WAIVER

If either Party fails to enforce any provision contained within this Agreement, it shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

9. GOVERNING LAW

This Agreement is to be construed pursuant to the current laws of the State of Texas. Jurisdiction and venue for any claim arising out of this Agreement shall be made in the State of Texas, in the County of COLLIN.

10. INTERPRETATION

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

11. COUNTERPARTS

This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

12. SUCCESSORS AND ASSIGNS

Except as otherwise provided in this Agreement, this Agreement is binding upon, and inures to the benefit of, the Parties and their respective successors and assigns.

13. EFFECT OF TITLE AND HEADINGS

The title of this Agreement and the headings of its sections are included for convenience and shall not affect the meaning of the Agreement or the section.

14. ATTORNEYS FEES

If any legal proceeding is brought for the enforcement of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provision of this Agreement or other dispute concerning this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees incurred in connection with such legal proceeding. The term "prevailing party" shall mean the party that is entitled to recover its costs in the proceeding under applicable law, or the party designated as such by the court.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates written below.

COMPANY:

DYSON IT WORKS LLC
3948 Legacy Dr Ste 106
Plano, Texas 75023

INDEPENDENT CONTRACTOR:

(Signature) **Verna Jones, Project Manager**

(Signature)

Date Executed

Date Executed



NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT (the "**Agreement**"), made and entered into as of the date last executed (the "**Effective Date**"), by and between _____ (hereinafter, the "**Recipient**"), located at _____ and DYSON IT WORKS LLC, an Arizona corporation (hereinafter the "**Disclosing Party**" or "**Owner**"), with offices located at 3948 LEGACY DR STE, 106 PLANO, TX 75023 , either or both of which may be referred to as the "Party" or, collectively, as the "Parties."

WHEREAS, for the mutual benefit of both Parties, Disclosing Party may wish to disclose to Recipient from time to time, during the term of this Agreement, certain information for the purpose(s) of or use(s) as set forth herein as the Defined Purpose (defined below) which Discloser considers to be valuable, proprietary, competition sensitive, and/or confidential. Such confidential information includes, but is not limited to, all business or technical information of Discloser, whether it is received, accessed, or viewed by Recipient in writing, visually, electronically, or orally, marketing and business plans, software and processes by which services can be performed, including knowledge of various business and administrative practices, trade secrets, operating methods, techniques or other information necessary for the efficient delivery of low voltage cabling, telecommunications services and phone system hardware (such software, processes, forecasts, identity of or details about actual or potential customers or projects, techniques, inventions, discoveries, know-how, trade secrets, and all such business or technical information of any third party that is in the possession of Discloser (collectively, the "Confidential Information");

WHEREAS, the Parties understand and agree that the disclosure of Confidential Information between the Parties is necessary for the successful completion of projects and work assignments relating to DYSON IT WORKS LLC and that, due to the nature of the Confidential Information exchanged between the Parties, it is necessary that each Party takes certain steps to ensure that such Confidential Information is protected from disclosure, except in accordance with the terms of this Agreement;

WHEREAS, both Parties desire to set forth their understandings and agreements concerning the disclosure and use of such Confidential Information.

NOW THEREFORE, the Parties mutually agree as follows:

The purpose of the disclosure of Confidential Information between the Parties is to exchange and disclose any information, details, and/or knowledge necessary for the performance or successful delivery low voltage cabling solutions and installations (the "**Defined Purpose**").

In the course of structuring the ultimate agreement to be reached between DYSON IT WORKS LLC and the Recipient providing various services for DYSON IT WORKS LLC, Recipient will be provided with access to the Proprietary Information, which the Recipient has agreed not to use or otherwise disclose. In addition, and in consideration of the compensation to be paid to the Recipient for the services to be provided to DYSON IT WORKS LLC, Recipient has agreed not to compete with DYSON IT WORKS LLC.

The Disclosing Party or Owner has requested, and the Recipient agrees that the Recipient will protect the confidential material and information that is to be disclosed between the Owner and the Recipient.

I. CONFIDENTIAL INFORMATION. The term "Confidential Information" means any information (including any and all combinations of individual items of information) disclosed by the Disclosing Party, be it a Person or a Company, to the Recipient, including any information disclosed prior to the Effective Date, either directly or indirectly, in writing, orally or by inspection of tangible objects (including, without limitation, research, product plans, products, services, equipment, customers, markets, software, inventions, discoveries, ideas, processes, designs, drawings, hardware, formulations, specifications, product configuration information, marketing and finance documents, prototypes, samples, data sets, and equipment), whether or not designated as "confidential" at the time of disclosure. Confidential Information may also include information of a third party that is in the



Disclosing Party's possession and is disclosed to the Recipient under this Agreement.

Confidential Information shall not, however, include the following: Any information which the Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure to the Recipient by the Disclosing Party, be it a Person or a Company; (ii) becomes publicly known and made generally available after disclosure to Recipient by Disclosing Party through no action or inaction of the Recipient; (iii) is in the possession of the Recipient, without confidentiality restrictions, at the time of disclosure by the Disclosing Party as shown by the Recipient's then-contemporaneous files and records kept in the ordinary course of business; or (iv) readily ascertainable or independently developed.

If the Recipient becomes legally compelled to disclose any Confidential Information, other than pursuant to a confidentiality Agreement, the Recipient will provide the Disclosing Party prompt written notice of such disclosure and will assist said Disclosing Party in seeking a protective order or another appropriate remedy. If the Disclosing Party waives the Recipient's compliance with this Agreement or fails to obtain a protective order or other appropriate remedy, the Recipient will furnish only that portion of the Confidential Information that is legally required to be disclosed, provided that any Confidential Information so disclosed shall maintain its confidentiality protection for all purposes other than such legally compelled disclosure.

II. PROTECTION OF CONFIDENTIAL INFORMATION. Non-Use, Non-Disclosure. Recipient agrees to all of the following: (i) To not copy any Confidential Information without prior written consent of the Disclosing Party or Owner; (ii) To not to use any Confidential Information for any purpose except to evaluate and engage in discussions concerning a potential business relationship between Recipient and the Disclosing Party or Owner; (iii) To promptly notify the Disclosing Party or Owner if the Recipient understands that, or is conscious of, any possible unauthorized disclosure or use of the Confidential Information; (iv) To not to disclose any Confidential Information to third parties or to employees of the Recipient, except to those employees who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship; (v) If applicable, the Recipient shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the Disclosing Party's or Owner Confidential Information and which are provided to the Recipient hereunder; (vi) The Recipient recognizes that the Disclosing Party or Owner has developed and/or acquired Confidential Information after a considerable amount of time and efforts invested, making said Confidential Information valuable, distinguishable, unique and a considerable asset, which is the property of the Disclosing Party or Owner and must be protected from any possible type of disclosure by the Recipient.

III. MAINTENANCE OF CONFIDENTIALITY, UNAUTHORIZED DISCLOSURE OF INFORMATION AND REMEDIES. (i) The Recipient agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. (ii) Without limiting the foregoing, the Recipient shall take at least those measures that the Recipient takes to protect its own most highly Confidential Information and shall have its assistants, partners or employees who have access to Confidential Information sign a nonuse and Non-Disclosure Agreement in content substantially similar to the provisions hereof, prior to any disclosure of Confidential Information to such persons. (iii) The Recipient shall not make any copies of Confidential Information unless the same are previously approved in writing by the Disclosing Party or Owner. (iv) The Recipient shall reproduce the Disclosing Party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original. (v) The Recipient shall immediately notify the Disclosing Party or Owner in the event of any unauthorized use or disclosure of the Confidential Information. (vi) The Recipient agrees that any violation or threatened violation of this Agreement will cause irreparable injury to the Disclosing Party or Owner, entitling said party to obtain injunctive relief to prevent the Recipient from completely or partially disclosing the Confidential Information, in addition to all legal remedies, including claims for losses and damages.

IV. NON-CIRCUMVENTION AND NON-SOLICITING. Notwithstanding anything to the contrary in this Agreement, the Recipient agrees for itself and, if applicable, its employees, its affiliates and any other related parties that, for a period of during the business relationship and for a period of 12 months after the separation of this relationship for any reason, it will not engage in any action, attempt to do business with any business contact or third party of the Disclosing Party, that will bypass, circumvent, avoid or obviate the rights of the Disclosing Party or Owner,



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either directly or indirectly, to avoid the payment of fees, participation, equity or commissions to the Disclosing Party, whether by the Recipient or any other third party, in connection with any project, transaction or information introduced to said Recipient by the Disclosing Party. If such circumvention occurs, the Owner will be entitled to any commissions due pursuant to this Agreement or relating to such transaction. The Recipient may not, for a period of 36 months following the date of this Agreement, directly or indirectly solicit, influence or entice, or attempt to solicit, influence or entice, any person in any kind of relationship with the Disclosing Party warranting protection of Confidential Information, or any employee, consultant, customer, distributor, partner, joint venturer or supplier of the Disclosing Party or Owner, to cease his or her relationship with the other party or solicit, influence, entice or in any way divert any person, employee, consultant, customer, distributor, partner, joint venturer or supplier of the other party to do business directly with or in any way become associated with the Recipient or any competitor of the Disclosing Party or Owner.

V. RETURN OF CONFIDENTIAL INFORMATION. Upon the written request of the Disclosing Party or Owner, the Recipient shall return all documents and other tangible objects, which in any way relate to the Disclosing Party's Confidential Information, or any other type of documents representing Confidential Information, and all copies thereof which are in the possession of the Recipient shall be and remain the property of the Disclosing Party or Owner and shall be promptly returned to said party upon its request. In no event shall the Recipient have the right to use or exploit Residuals for any purpose after return of Confidential Information to the Disclosing Party or Owner. As used herein, "Residuals" shall mean ideas, information and understandings retained in the memory of the Recipient or Recipient's employees as a result of their review, evaluation and testing of the Confidential Information.

VI. NO OBLIGATIONS BETWEEN THE PARTIES. Nothing herein shall obligate the Disclosing Party or Recipient to proceed with any transaction between them, be it the purchase of an item or any kind of service from the other party and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the use or commercialization of any products or business opportunity. Nothing in this Agreement shall be construed to restrict the Disclosing Party's use or disclosure of its own Confidential Information. The Agreement does not create contractual obligations of any kind, including, but not limited to, agency, partnership or joint venture. Thus, the purpose of this Agreement is merely to afford the parties' protection against misuse of Confidential Information exchanged during the exploration of the potential relationship.

VII. NO WARRANTY. ALL CONFIDENTIAL INFORMATION IS PROVIDED ON AN "AS IS" BASIS. THE DISCLOSING PARTY OR OWNER MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS OR PERFORMANCE OR WITH RESPECT TO NON-INFRINGEMENT OR OTHER VIOLATION OF ANY CONFIDENTIAL INFORMATION OR INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY OR OF THE RECIPIENT, AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE DISCLOSING PARTY OR OWNER BE LIABLE FOR ANY KIND OF DAMAGES THAT OCCUR IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. The Disclosing Party or Owner does not represent or warrant that any product or business plans disclosed to and shared with the Recipient will be marketed or carried out as disclosed, or at all. Any actions taken by the Recipient in response to the disclosure of the Confidential Information shall be at the full and sole risk of the Recipient.

VIII. LIMITED LICENSE TO USE. The Recipient recognizes that nothing in this Agreement is intended to grant said party any rights under any patent, mask work right or copyright of the Disclosing Party, nor shall this Agreement grant the Recipient any rights in or to Confidential Information except as expressly set forth herein. The Recipient will not gain any intellectual property rights under this Agreement except the limited right to use the Confidential Information as set forth above.

IX. INDEMNITY. Each party hereby agrees to indemnify, defend, and hold the other party, as well as its officers, agents, affiliates, representatives or employees harmless from any and all claims, demands, costs, liabilities, losses, expenses and damages (including reasonable attorneys' fees, costs, and expert witnesses' fees) arising



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out of or in connection with any claim that, taking the claimant's allegations to be true, would result in a material breach of any duty whatsoever by the indemnifying party of any of its warranties and covenants.

X. ATTORNEY'S FEES. In any legal action between the parties concerning this Agreement, the prevailing party shall be entitled to recover and reclaim reasonable attorney's fees and costs.

XI. TERM. This Agreement shall survive for during the business relationship and for a period of 12 months after the separation of this relationship for any reason from the Effective Date or until the Disclosing Party or Owner sends the Recipient a written notice explicitly stating that all Confidential Information disclosed hereunder becomes publicly known and made generally available through no action or inaction of the Recipient. From that time onwards, the Recipient must continue to protect the Confidential Information that was received during the term of the Agreement from any unauthorized use or disclosure for an additional period of 36 months.

XII. MISCELLANEOUS PROVISIONS. This Agreement shall bind and inure to the benefit of the parties. This Agreement will be interpreted and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. This Agreement shall not be assignable to a third party by either party. Neither party may delegate its duties under this Agreement without the prior written consent of the other party. This Agreement contains the entire Agreement between the parties with respect to the Opportunity and supersedes all prior written and oral agreements between the parties regarding the business opportunity. If a court or other body of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. No provision of this Agreement may be waived except by a writing executed by the Party against whom the waiver is to be effective. A party's failure to enforce any provision of this Agreement shall neither be construed as a waiver of the provision nor prevent the party from enforcing any other provision of this Agreement. No provision of this Agreement may be amended or otherwise modified except by a writing signed by the parties to this Agreement.

XIII. WHISTLEBLOWER IMMUNITY. This Non-Disclosure Agreement recognizes the immunity granted to the Recipient under the Defend Trade Secrets Act, which establishes in § 1833(b) (1) that individuals will have civil or criminal immunity for the disclosure of a trade secret that: (a) is made "in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney" and solely for "the purpose of reporting or investigating a suspected violation of law"; or (b) is made in a complaint or document "filed in a lawsuit or other proceeding" so long as the filing is made under seal.

XIV. SIGNATORIES. Each Party warrants that the person indicated on the signatory line to this Agreement has all authority necessary to bind the Party and is the appropriate person to sign this Agreement. Each Party warrants that the present Agreement shall be realized by DYSON IT WORKS LLC and _____.

OWNER:
DYSON IT WORKS LLC
3948 Legacy Dr Ste 106
Plano, Texas 75023

RECIPIENT:

(Signature) **Verna Jones, Project Manager**

(Signature)

Date Executed

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