

Adilas, LLC.

517 Blake Street

Salida, CO 81201

719.439.1761

1/6/2022

Subject: Adilas Non-Compete & Non-Disclosure Agreement

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\*\*\*\*\*\*\*\*\* If title starts with a consonant flip the an to an a on the need title replacements

This document is between Adilas, LLC and Need Name. Adilas, LLC will be referred to as “Company” or “we”. Need Name will be referred to as “Need Name” or “you”.

First off, we at Adilas want to welcome you to the team! We are excited to work with you on different projects and tasks. This document is put in place to protect both parties and is considered a non-compete and non-disclosure agreement.

Your position will be called an “Need Title” with our Company. You will be given different projects, assignments, and/or tasks as the relationship develops. Each project will fall under the terms of this agreement. You will be required to invoice us weekly for work that is done. These invoices need to be tied to hours and/or projects. Each project has a special tracking number that needs to be included for us to track costs and expenses. Our normal payment process goes by aging, as we receive your invoices. We shoot for a net 30-day payment window for invoices submitted. If special circumstances arise, please reach out to us.

Need Name, as an Need Title, any project or job that is Adilas related needs to be processed through the adilas project coordinator. This would include anything that is built on, around, or attached to our system or platform. Most projects will be done in house, where Adilas takes the responsibility for the projects, does the billing, and will deliver the end product or results. The reason for this is to ensure that all parties who participate in the development, project management, or backend services get compensated for the time and efforts that were spent.

We acknowledge that as an independent, you may have projects and jobs with other outside parties. That is totally fine and part of our model. We welcome you to use concepts and practices that you have learned with us as well as with your other clients or jobs. On purpose, we want you to bring all of your tools to the table. Our code sets and business concepts will become part of your bag of tricks and virtual library of assets. Often there will be opportunities to share knowledge in both directions to solve current project goals and issues. As such, we ask you to play well with us and with others. You know what that means. We also know that there will be a number of cross-over situations that may be hard to define perfect non-compete and perfect non-disclosure. Once again, our advice is play well and use good judgment. As long as you are still working with us, and in good standing, you are welcome to keep files, assets, etc. In the case that we need to go in different directions, we do require that all Company assets be returned. All files and assets will remain the property of said Company.

As stated, work outside of the Adilas environment is totally fair game as long as time and project commitments that have been made to Adilas, on a per project basis, are met and upheld. Additionally, if you bring paid projects or jobs to be developed in the Adilas platform, we are willing to negotiate possible perks and incentives. We still must go through the project coordination process. We welcome input and even different pitches and proposals. We’ll talk about it.

Traditionally most non-compete and non-disclosure agreements have a time frame. Our standard timeframe is during the current projects and for a period of two years after the last project. The timeframe still exists but we know that you are an Need Title. As such, you will be working in this same field potentially the whole way through. That is fine and we encourage that. The non-compete portion does not prevent you from working in your field. The non-compete basically says, you can’t take our recipe of what we are doing and make a competing product. Once again, we acknowledge that independent developers will often be asked to create and develop like or similar products. This is a known grey area. The goal is not to stop any potential work or progress on your part. The goal is to protect what has been built.

Without getting into a multi-page legal document, we want you to know that we have worked very hard at building the Adilas, LLC website and business platform application. We would ask, and require of you, that you respect the efforts that have been made. We ask you to treat any Company asset as your own and guard it as a trade secret. All code and/or files that are given to you, as a result of the projects you are working on, are fully owned and controlled by our Company. The code and/or other database assets are available as helpers, starting points, guides, and even final code and/or document files.

Need Name, all work you do for us is on a “work for hire” basis. What this means is that we, Adilas, retain all rights, ownership, and control over the work that is submitted as completed and/or partial results. Once a project has been submitted, we reserve the right to check, modify, cut, copy, paste, and/or alter the results in any way we choose. The project files may include one or more of the following items: actual code, files, graphics, documents, letters, PDF documents, database files, actual data, videos, authoring files, help files, and other application assets. Each project may, and most likely will, be different and will contain different assets and/or outputs.

As far as privacy and trade secrets, our Company and you, Need Name, must acknowledge that the said business services and applications are a trade secret and as such, all systems, services, and application code are property of said Company. Trade secrets may not be given, sold, divulged, delivered, and/or exposed in any manner to outside entities and/or individuals.

The below signed persons affirm that they are under a non-compete agreement and non-disclosure agreement with regards to said application files and trade secrets for said period of time during and after the last project is submitted.

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 Signer for Adilas, LLC Signature for Need Name

\_\_\_\_\_\_\_\_\_\_\_\_\_ Date Signed \_\_\_\_\_\_\_\_\_\_\_\_ Date Signed