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uExamS INDEPENDENT CONTRACTOR CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is made today _____, 2018, between uExamS (the Company) and me, _____, (Name of Independent Contractor).

Subject to the terms and conditions of this Agreement, the Company hereby engages me as an Independent Contractor to perform the services set forth herein, and I hereby accept such engagement.

In order to perform my job as an Independent Contractor for uExams, I agree to the following terms:

INDEPENDENT CONTRACTOR. This Agreement shall not render me an employee, partner, agent of, or joint venturer with the Company for any purpose. I am and will remain an independent contractor in my relationship to the Company. The Company shall not be responsible for withholding taxes with respect to my compensation. I shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker’s compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. I will remain at all times an Independent Contractor and will be contracted on an “as-needed” basis.

CONFIDENTIALITY. I understand that I will/may be exposed to Technical and business information relating to the Company’s proprietary ideas, patentable ideas copyrights and/or trade secrets, existing and/or contemplated products and services, software, schematics, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models and other information concerning the Company's

business which is confidential, proprietary, and extremely valuable to the Company and its clients. Regardless of whether such information is designated as "Confidential Information", I understand that I will maintain confidentiality at the time of its disclosure and not disclose of any information in a manner that is inconsistent with the Company's business interests.

I further agree to maintain at all times in strict confidence all proprietary information, confidential information and trade secrets of the Company, and/or its clients and will not release such information without prior written authorization of the Company. I will not (directly or indirectly) make use of this information for my own benefit or for benefit of others. I understand that I need to immediately notify the Company if I become employed by one of its clients.

RIGHT TO INJUNCTION. I acknowledge that in the event of a breach or a threatened breach of this Agreement by me, the Independent Contractor, of any of the provisions of this Agreement will cause the Company irreparable injury and damage. The Contractor expressly agrees that the Company shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Contractor. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the Company may have for damages or otherwise. The various rights and remedies of the Company under this Agreement or otherwise shall be construed to be cumulative, and none of them shall be exclusive of any other or of any right or remedy allowed by law.

RETURN OF PROPERTY. Upon termination of this Agreement or whenever requested, I agree to immediately deliver to the company all property that may have come into my possession or under my control. "Property" includes but is not limited to:

- files, forms, records (paper, computer, electronic), reports, documents, client and/or employee lists, client information, letter, notes, payment information, media lists, and similar items relating to the business of the Company and

- training and educational materials/manuals, equipment, materials, and all other property not specifically listed above.

I agree to surrender all such property and all copies of such property, to the Company upon the Company's request and to maintain no copies of such property in any form whether electronic or otherwise. I further agree that all

such property shall at all times remain the sole and exclusive property of the Company even if the property was prepared, created or collected by me.

CONTAINMENT OF ENTIRE AGREEMENT. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information and supersedes any prior agreements, understandings, or representations with respect thereto. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of both parties.

LAW ENFORCEMENT & COSTS. If any action at law arises out of or in connection with this Agreement, I agree that the Company will be entitled to recover all attorneys' fees, expert witness fees and other costs which the Company incurs as long as the Company substantially prevails in such lawsuit or action. The costs referred here include expenses the Company incurs before and after the filing of any lawsuit, arbitration, or other form of legal action.

GOVERNING LAW AND JURISDICTION. This Agreement is made under and shall be construed according to the laws of the State of New York, U.S.A. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall nevertheless remain in full force and effect. The terms will be enforceable even after the effective date my contractual relationship ceases, regardless of the reason for its ceasing.

The disjunctive includes the conjunctive where appropriate.

I accept that I have had the time to review the terms and conditions of this Agreement prior to signing this Agreement.

IN WITNESS WHEREOF, both, the Company acknowledge that we have read and understood this Agreement and voluntarily accept the duties and obligations set forth herein.

INDEPENDENT CONTRACTOR

NAME: _____

SIGNATURE: _____

DATE: _____