

DALLISA HOCKING LLC DBA SPIRIT AND SPARK (Company)

Trainee and Volunteer Agreement

This agreement will help ensure that each client interaction is the best it can be for our Trainees and Volunteers, Independent Contractors and Clients, and that all information is kept confidential.

THIS TRAINEE AND VOLUNTEER AGREEMENT (this "Agreement") is made and entered into as of _____, 20__ (the "Effective Date"), by and between a limited liability company (the "Company"), and _____, ("Trainee") an individual resident of _____ (State).

1. Term and Termination.

This Agreement takes effect immediately as of the Effective Date, and remains in full force and effect until Trainee has completed the Program (the "Term"). Either party may terminate this Agreement at any time for any reason by giving fourteen (14) days written notice to the other party of such termination; provided, however, that Trainee agrees not to terminate this Agreement while actively involved in providing volunteer service for (14) days, it being understood that any such disruption in the provision of Services to a Client can negatively impact a Client due to the personal nature of the Services being provided by Company. Termination of this Agreement will not terminate any rights or obligations of the parties arising prior to such termination, including without limitation Trainee obligations under Sections 7, 8 or 9 of this Agreement.

2. Trainee Services.

- a. Trainee shall provide all necessary equipment to perform the Volunteer Services including, but not limited to, tools, computers, and telephone.
- b. As a result of providing the Services, Trainee may create certain work product (the "Work Product").
- c. The Company agrees that neither the Company nor its members, managers, officers, agents or representatives shall have any right to control or direct the details, manner, or means by which Trainee accomplishes the provision of Services to the Company's clients. However, Trainee agrees to perform all Services in a manner in accord with ordinary business custom and good taste and to adhere Section 3 of this Agreement.
- d. Trainee hereby acknowledges and agrees that Trainee will not be treated as an employee with respect to the Services rendered under the Agreement for federal tax purposes or any other purpose. The Company shall not be responsible for paying Trainee's federal, state and/or local taxes on Trainee's income or for the withholding and/or payment of any federal, state and/or local income and other payroll taxes. Trainee agrees to comply with all tax laws applicable to the operation of a business such as including, but not limited to, the reporting of all gross receipts therefrom as income from the operating of a business, the payment of all self-employment taxes, compliance with all employment tax requirements for withholding on any employees used by Trainee, and compliance with federal and state employment and worker's compensation laws.

3. Trainee Guidebook.

Trainee has received and read the Guidebook and agrees to perform the Services in compliance with the Company's policies and procedures, including without limitation the policies and procedures identified in the Guidebook, as they may be amended by the Company from time to time in the Company's sole discretion.

4. Trainee Status.

Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship. Trainee may not act as agent for, or on behalf of, the Company, and may not represent the Company, or bind the Company in any manner. Trainee will not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of the Company.

5. Authority; No conflicts.

Both parties represent and warrant that they are fully authorized and empowered to enter into this Agreement, and that the performance of the obligations under this Agreement will not violate or infringe upon the rights of any third-party, or violate any agreement between the parties and any other person, firm or organization or any law or governmental regulation.

6. Indemnification.

Trainee shall indemnify, defend and hold harmless the Company, its affiliates, and their respective officers, directors, agents and employees from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of, or relating to, Trainee's negligence, willful misconduct, breach of this Agreement, or failure to follow the Company's policies and procedures, including without limitation those policies and procedures set forth in the Guidebook.

7. Confidential Information and Agreement.

- a. Definition. "Confidential Information" means information about the Company and its clients, client prospects, and/or vendors that is not generally known outside of the Company, and which Trainee will learn of in connection with the Company. Confidential Information may include, without limitation: (1) the terms of this Agreement, except as necessary to inform a subsequent employer or company for whom Trainee performs the same or similar services of the restrictive covenants contained herein and/or disclosure to Trainee's attorney, spouse, or professional tax. Trainee may be made only on the condition that any subsequent disclosure by any such person shall be considered a disclosure by Trainee and a violation of this Agreement; (2) the Company's business policies, finances, and business plans; (3) the Company's financial projections, including but not limited to, annual sales forecasts and targets and any computation(s) of the market share of clients and/or client prospects; (4) sales information relating to the Company's product and/or service roll-outs; (5) customized software, marketing tools, and/or supplies that Trainee will be provided access to by the Company and/or will create; (6) the identity of the Company's clients, client prospects, and/or vendors (including names, addresses, and telephone numbers of clients, client prospects, and/or vendors); (7) any list(s) of the Company's clients, client prospects, and/or vendors; (8) the account terms and pricing upon which the Company obtains products and services from its vendors; (9) the account terms and pricing of sales contracts between the Company

and its clients; (10) the proposed account terms and pricing of sales contracts between the Company and its client prospects; (11) the names and addresses of the Company's other Trainees, independent contractors, employees, and other business contacts of the Company; (12) the techniques, methods, and strategies by which the Company develops, manufactures, markets, distributes, and/or sells any of its products or services; and (13) any information shared between Trainees, Independent Contractor and any clients, client prospects, and/or vendors.

Confidential Information does not include any information that: (i) at the time of the disclosure or thereafter is lawfully obtained from publicly available sources generally known by the public (other than as a result of a disclosure by Trainees, Independent Contractor or its representatives); (ii) is available to Trainee on a non-confidential basis from a source that is not and was not bound by a confidentiality agreement with respect to the Confidential Information; or (iii) has been independently acquired or developed by Trainee without violating its obligations under this Agreement, any other agreement, or under any federal or state law.

- b. Duty of Confidentiality. Trainee agrees to hold and treat all Confidential Information of the Company and its clients, including, but not limited to, trade secrets, sales figures, employee and customer information and any other information that Trainee reasonably should know is confidential as confidential and protect the Confidential Information with the same degree of care as Trainee uses to protect its own Confidential Information of like nature. Trainee agrees that before, during, and after the Term, Trainee shall not directly or indirectly: (i) divulge or make use of any Confidential Information outside the Company (so long as the information remains confidential), or (ii) misappropriate, divulge, or make use of the Company's trade secrets, in each case without the prior written consent of the Company. Trainee further agrees that if Trainee is questioned about information subject to this Agreement by anyone not authorized to receive such information, Trainee will notify the Company within 24-hours.
- c. Return of Confidential Information. Trainee agrees that, at the conclusion of the Term or within three business days of the Company's request, all copies of the Confidential Information in any form whatsoever (including but not limited to any reports, memoranda, or other materials prepared by Trainee or at Trainee's direction) will be delivered by Trainee to the Company. To the extent Trainee maintains any Confidential Information and/or trade secrets in electronic form on any computers or other electronic devices owned by Trainee, Trainee agrees to irretrievably delete all such information and to confirm the fact of deletion in writing within three (3) calendar days following the conclusion of the Term. Trainee also agrees to return all other Company property in Trainee's possession at the time of the conclusion of the Term, including but not limited to all documents, key, parking decal, client records, various other records, tapes, and other media of every kind and description relating to the business of the Company and its clients, prospects, and/or vendors, and any copies, in whole or in part, whether or not prepared by Trainee, all of which shall remain the sole and exclusive property of the Company.
- d. Mandatory Disclosure. In the event that Trainee, or anyone to whom Trainee supplies Confidential Information, receives a request to disclose all or any part of the Confidential Information under the terms of a subpoena or order issued by a court or by a governmental body or is otherwise required to disclose such information under

any applicable state or federal law, Trainee agrees: (i) to notify the Company immediately of the existence, terms, and circumstances surrounding such request or requirement, (ii) to consult with the Company on the advisability of taking legally available steps to resist or narrow such request or requirement; and (iii) if disclosure of such Confidential Information is required to prevent Trainee from being held in contempt or subject to other penalty, to furnish only such portion of the Confidential Information as, in the written opinion of counsel satisfactory to the Company, it is legally compelled to disclose and to exercise its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to the disclosed Confidential Information.

8. Proprietary Rights; Work Product.

- a. Definitions. As used in this Agreement, the "Proprietary Rights" shall mean: (i) all trademarks, service marks, trade names, business names, assumed names, trade dress, logos, slogans, indicia, personalities, whether registered or unregistered, pertaining to or adopted for or used in the Services, or advertising, marketing, or sale of the Services (collectively, the "Marks"); (ii) the rights in any and all inventions, discoveries, improvements, patents, patent applications, regarding the Services (collectively, the "Patents"); (iii) the rights in any and all materials protected by U.S. or international copyright law or marked or identified as protected by copyright, whether registered or unregistered, and whether published or unpublished works, pertaining to the Services or adopted for or used in the Services, or the advertising, marketing, or sale of the Services (collectively, the "Copyrights"); and (iv) the rights in any and all know-how, trade secrets, confidential information, lists, software, technical information, data, process technology, plans, formulations, and processes owned, used, or licensed by any company for the Services (collectively, the "Trade Secrets").
- b. Company Proprietary Rights. All Proprietary Rights shall be promptly and fully disclosed by Trainee to the Company and shall be the exclusive property of the Company as against Trainee and Trainee's successors, heirs, devisees, legatees and assigns. Trainee hereby assigns to the Company Trainee's entire right, title, and interest in the Proprietary Rights and shall promptly deliver to the Company all papers, drawings, models, data, and other material relating to any of the foregoing Proprietary Rights conceived, made, developed, created or reduced to practice by Trainee as aforesaid. All copyrightable Proprietary Rights shall be considered "works made for hire." Trainee shall, upon the Company's request and at its expense, execute any documents necessary or advisable in the opinion of the Company's counsel to assign, and confirm the Company's title in the foregoing Proprietary Rights and to direct issuance of Patents or Copyrights to the Company with respect to such Proprietary Rights as are the Company's exclusive property as against Trainee and Trainee's successors, heirs, devisees, legatees and assigns or to vest in the Company title to such Proprietary Rights as against Trainee and Trainee's successors, heirs, devisees, legatees and assigns, the expense of securing any such patent or copyright, however, to be borne by the Company.
- c. Work Product. Without limiting the foregoing, the parties intend that, to the extent the Work Product or a portion of the Work Product qualifies as a "work made for hire," within the definition of Section 101 of the Copyright Act of the United States (17 U.S.C. § 101), it will be so deemed a work made for hire. If the Work Product or any portion of the Work Product does not qualify as work made for hire, and/or as

otherwise necessary to ensure the Company's complete ownership of all rights, titles and interest in the Work Product, Trainee shall transfer and assign to the Company all rights, titles and interests throughout the world in and to any and all Work Product. This transfer and assignment includes, but is not limited to, the right to publish, distribute, make derivative works of, edit, alter or otherwise use the Work Product in any way the Company sees fit.

9. Non-Solicitation.

Trainee covenants and agrees that during the Term and for two (2) years from the voluntary or involuntary termination thereof for any reason whatsoever, Trainee will not, directly or indirectly, solicit or attempt to solicit any business from any of the Company's clients, client prospects, employees, or vendors for whom Trainee had contact during the last two (2) years of Trainee's provision of Services to the Company.

10. Scope of Restrictions.

Trainee acknowledges that the type and periods of restriction imposed in the provisions of this Agreement, including without limitation Sections 7, 8 or 9 of this Agreement, are fair and reasonable and are reasonably required for the protection of the Company, its business and goodwill. If any of the covenants in this Agreement, or any part thereof, is hereafter construed to be invalid or unenforceable, it is the intention of the parties that the same shall not affect the remainder of the covenant or covenants, which shall be given full effect, without regard to the invalid portions. If any of the covenants contained in this Agreement, or any part thereof, is held to be unenforceable because of the duration of such provision or the area covered thereby, the parties agree that the court making such determination shall reduce the duration and/or areas of such provision such that, in its reduced form, said provision shall then be enforceable.

11. No Conflicts.

Trainee covenants that Trainee is not currently bound by any non-competition, non-solicitation, confidentiality, or other agreement that would prevent Trainee from entering into this Agreement or performing Services for Company. Trainee covenants that, in performing Services for Company, Trainee will not use any confidential or proprietary information obtained from any other person, previous employer, or other source.

12. Client Communications.

Trainee has been advised not to provide any personal contact information to any Client including, but not limited to address or personal email address. Trainee understands that should Trainee decide to provide personal contact information to a Client, Trainee is solely responsible for such action and any events flowing from taking such action. **TRAINEE EXPRESSLY WAIVES ANY CLAIMS AGAINST COMPANY ARISING OUT OF THE PROVISION OF PERSONAL CONTACT INFORMATION TO A CLIENT. TRAINEE HEREBY RELIEVES COMPANY FROM RESPONSIBILITY FOR ANY DAMAGES ARISING OUT OF OR FROM TRAINEE'S DECISION TO PROVIDE PERSONAL CONTACT INFORMATION TO ANY CLIENT.**

13. Miscellaneous Provisions.

- a. Entire Agreement. This Agreement, and any accompanying appendices, duplicates, or copies, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements,

representations, and understandings of any kind, whether written or oral, between the Parties, preceding the date of this Agreement.

- b. Amendment. This Agreement may be amended only by written agreement duly executed by an authorized representative of each party to this Agreement.
- c. Severability. Any provision of this Agreement held to be illegal, invalid, or unenforceable by law or rule or regulation shall be fully severable, and the remaining provisions of this Agreement shall remain in full force and effect. Additionally, the parties hereby agree to negotiate in good faith to modify and amend this Agreement to maintain the original intent of the parties with respect to such provisions so severed.
- d. Assignment. This Agreement shall not be assigned or delegated by Trainee without the express consent of the Company. The Company may assign this Agreement after giving notice thereof to Trainee. Without limiting the foregoing, the Company may assign this Agreement to any direct or indirect subsidiary or parent of the Company or joint venture in which the Company has an interest, or any successor (whether by merger, consolidation, purchase or otherwise) to all or substantially all of the stock, assets or business of the Company and this Agreement will be binding upon and inure to the benefit of such successors and assigns to the same extent as if no assignment had occurred.
- e. Waiver. A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.
- f. Enforcement. Trainee acknowledges that a breach of any of the covenants contained in this Agreement would cause irreparable harm to Company's business and that monetary damages will be extremely difficult or impossible to ascertain and will not afford an adequate remedy. Therefore, in the event of any breach, or threatened breach, in addition to such other remedies which may be provided by law, Company shall have the right to specific performance of the covenants herein contained by way of temporary and/or permanent injunctive relief, and shall only be required by the court, to post a bond in the amount of \$100.00. Nothing herein will be construed as prohibiting Company from pursuing any other remedy available to it for such breach or threatened breach.
- g. Governing Law; Venue; Waiver of Jury; Etc. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEVADA APPLICABLE TO CONTRACTS BETWEEN RESIDENTS OF THE STATE OF NEVADA THAT ARE TO BE WHOLLY PERFORMED WITHIN SUCH STATE. TRAINEE AGREES THAT ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED IN ANY WAY TO THIS AGREEMENT SHALL BE BROUGHT SOLELY IN A COURT OF COMPETENT JURISDICTION SITTING IN CLARK COUNTY, NEVADA. TRAINEE HEREBY IRREVOCABLY AND UNCONDITIONALLY CONSENTS TO THE JURISDICTION OF ANY SUCH COURT AND HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY DEFENSE OF AN INCONVENIENT FORUM, TO THE MAINTENANCE OF ANY ACTION OR PROCEEDING IN ANY SUCH COURT, ANY OBJECTION TO VENUE WITH

RESPECT TO ANY SUCH ACTION OR PROCEEDING, AND ANY RIGHT OF JURISDICTION ON ACCOUNT OF THE PLACE OF RESIDENCE OR DOMICILE OF ANY PARTY THERETO. TRAINEE HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES THE RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE CONFIDENTIAL INFORMATION, OR SERVICES PROVIDED.

- h. Independent Counsel. Trainee acknowledges and represents that Trainee has had the opportunity to fully review this Agreement and to consult with Trainee's own attorney, should Trainee so desire, regarding its contents.

[Signature page follows.]

The parties are signing this Trainee and Volunteer Agreement as of the date first written above.

COMPANY:

DALLISA HOCKING, LLC DBA SPIRIT AND SPARK

By: _____
Dallisa Hocking,
Founder and Manager

INDEPENDENT CONTRACTOR:

By: _____

Printed Name

Date (Day, Month, Year)