

## GoodWare Protection Agreement

This Protection Agreement ("Agreement") is made effective as of \_\_\_\_\_, between \_\_\_\_\_, residing at \_\_\_\_\_ ("Participant") and GoodWare LLC.

### Background:

GoodWare provides various protections to its employees, contractors, and affiliates to ensure the safeguarding of its proprietary information, intellectual property, and other assets critical to its business operations. This Agreement outlines the terms and conditions under which Participant, as an individual, can receive such protections.

### Agreement:

#### 1. Participation:

Participant agrees to join #GoodWare as a member, contractor, or affiliate as designated by GoodWare.

#### 2. Protections Extended:

Participant acknowledges that by joining #GoodWare, they will be entitled to receive certain protections afforded to the employees, contractors, and affiliates of GoodWare. These protections include, but are not limited to:

- a. Confidentiality: Participant agrees to uphold the confidentiality of GoodWare's proprietary information, trade secrets, and other confidential materials.
- b. Intellectual Property: Participant acknowledges that any intellectual property developed, created, or contributed to while participating in #GoodWare shall be the exclusive property of GoodWare.
- c. Non-Disclosure: Participant agrees not to disclose any confidential or proprietary information of GoodWare to any third party without prior written consent from GoodWare.
- d. Non-Compete: Participant agrees not to engage in any activities that directly compete with the business interests of GoodWare during the term of this Agreement and for a period of [XX] months thereafter.
- e. Non-Solicitation: Participant agrees not to solicit or recruit any employees, contractors, or affiliates of GoodWare for any competing business interests during the term of this Agreement and for a period of [XX] months thereafter.

f. Law enforcement protection any and all.

3. Term and Termination:

This Agreement shall commence on the effective date mentioned above and shall continue until terminated by either party upon written notice. Upon termination, Participant shall immediately cease all use of GoodWare's confidential information and return any materials belonging to GoodWare in their possession.

4. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of United States. Any disputes arising out of or in connection with this Agreement shall be resolved through arbitration in [Jurisdiction].

5. Entire Agreement:

This Agreement constitutes the entire agreement between the parties concerning the subject matter herein and supersedes all prior and contemporaneous agreements and understandings, whether written or oral.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Greg Lirette , GoodWare Representative

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Person protected