



INDEPENDENT SUBCONTRACTOR NON-DISCLOSURE AGREEMENT

This Independent Subcontractor Non-Disclosure Agreement (the “Agreement”) is made between AZ Project One LLC and _____ (the “Subcontractor”) and is effective _____ . The parties agree as follows:

1. Subcontractor Services

AZ Project One LLC has engaged subcontractor to perform the following services: Facilities maintenance/handyman services. During the performance of Subcontractor Services, Subcontractor may be exposed to Confidential Information (as defined below). The Agreement is intended to prevent the unauthorized disclosure of Confidential Information.

2. Confidential Information

“Confidential Information” is proprietary information relating to AZ Project One LLC’S business including but not limited to: business and financial records, intellectual property, proprietary data, security measures, or any other financial information that, if disclosed, could affect the business of AZ Project One LLC. Confidential information, if written, will be labeled as confidential.

3. Non-Disclosure

Without AZ Project One LLC prior written consent, Subcontractor will not: (a) disclose Confidential Information to any third party; (b) make or permit to be made copies or other reproductions of Confidential Information; or (c) make any commercial use of Confidential Information. The Subcontractor will carefully restrict access to Confidential Information to those of its officers, directors, and employees who are subject to non-disclosure restrictions at least as protective as those set forth in this Agreement and who clearly need such access to participate on Subcontractor’s behalf to perform Subcontractor Services.

Subcontractors are only to discuss issues regarding the work they are performing and/or topics related to future issues with AZ Project One LLC, discussions regarding current or future repairs are not to occur with our clients, period, no exceptions.

4. Return of Confidential Materials

Upon the request of Project One LLC, Subcontractor shall immediately return all original materials



provided by AZ Project One LLC and any copies, notes or other documents in Subcontractor's possession pertaining to Confidential Information.

5. Exclusions

This agreement does not apply to any information that: (a) was in Subcontractor's possession or was known to Subcontractor, without an obligation to keep it confidential, before such information was disclosed to Subcontractor by AZ Project One LLC; (b) is or becomes public knowledge through a source other than Subcontractor and through no fault of Subcontractor; (c) is or becomes lawfully available to Subcontractor from a source other than AZ Project One LLC; or (d) is disclosed by Subcontractor with Project One, LLC prior written approval.

6. Term

This Agreement and Subcontractor's duty to hold Confidential Information in confidence shall remain in effect until _____ or until whichever of the following occurs first: (a) AZ Project One LLC sends Subcontractor written notice releasing it from this Agreement, or (b) Confidential Information disclosed under this Agreement ceases to be confidential.

7. Notice of Immunity from Liability.

An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order.

8. General Provisions

(a) Relationships. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.



- (b) *Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.*
- (c) *Integration. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.*
- (d) *Waiver. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.*
- (e) *Injunctive Relief. Any misappropriation of Confidential Information in violation of this Agreement may cause Project One LLC irreparable harm, the amount of which may be difficult to ascertain, and therefore Subcontractor agrees that AZ Project One LLC shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and for such other relief as AZ Project One LLC deems appropriate. This right of AZ Project One LLC is to be in addition to the remedies otherwise available to Project One LLC.*
- (f) *Governing Law. This Agreement shall be governed in accordance with the laws of the State of _____.*
- (g) *Jurisdiction. The parties consent to the exclusive jurisdiction and venue of the federal and state courts located in _____ in any action arising out of or relating to this Agreement. The parties waive any other venue to which either party might be entitled by domicile or otherwise.*
- (h) *Successors & Assigns. This Agreement shall bind each party's heirs, successors and assigns. The Subcontractor may not assign or transfer its rights or obligations under this Agreement without the prior written consent of AZ Project One LLC. However, no consent is required for an assignment or transfer that occurs: (a) to an entity in which Subcontractor owns more than fifty percent of the assets; or (b) as part of a transfer of all or substantially all of the assets of Subcontractor to any party. Any assignment or transfer in violation of this section shall be void.*



AZ Project One LLC: _____

(Signature)

_____ *(Typed or Printed Name)*

Title: _____

Date: _____

Subcontractor: _____ *(Signature)*

_____ *(Typed or Printed Name)*

Title: _____

Date: _____