

**YOUR DESIGN ONLINE, LLC
INDEPENDENT CONTRACTOR AGREEMENT**

PART 1. INTRODUCTION

1.1 Parties to Agreement. This Agreement is made between YOUR DESIGN ONLINE, LLC, a Georgia Limited Liability Company, which is referred to in this agreement as “YDO” or “the Company” (as the context requires) and _____, with a mailing address at _____, an independent contractor contracting with the Company, and who is referred to in this Agreement as “Independent Contractor.”

1.2 Purpose of Agreement. The purpose of this Agreement between YDO and Independent Contractor is to define the contractual obligations between them concerning the terms and conditions of YDO’s retention of Independent Contractor to perform certain services for YDO on a project to project basis (“limited purpose”) as defined herein below. This Agreement is only to be interpreted in a manner so as to effectuate this stated purpose.

1.3 Effective Date and Term of Agreement. This Agreement is made on _____, 20____, and is effective upon its execution by both parties unless otherwise mutually agreed upon in writing by the parties. Unless sooner terminated in accordance with the provisions of this Agreement, this Agreement expires at 11:59 p.m. on _____, 20____. **There are no options to renew or extend this Agreement for either YDO or the Independent Contractor. This Agreement is limited to the specific project(s) designated under this Agreement during the stated term of this Agreement.**

1.4 Definitions. As used in this Agreement:

(1) “Cause” is shown by reasonable evidence of: (i) conduct by Independent Contractor that amounts to fraud, dishonesty, gross negligence or willful misconduct in the performance of Independent Contractor’s contracted for duties under this Agreement; (ii) failure by Independent Contractor to perform Independent Contractor’s contracted for duties under this Agreement in the manner and to the extent required under this Agreement, (iii) a breach by Independent Contractor of any other contractual obligation owed by Independent Contractor to YDO as determined by YDO on a project to project basis; and (iv) any other similar grounds determined in the sole discretion of YDO.

(2) "Confidential Information," as defined in O.C.G.A. §13-8-51, means any and all data and information (A) relating to the business of YDO, its activities, business, or clients, regardless of whether the data or information constitutes a trade secret as that term is defined by O.C.G.A. § 10-1-761; (B) disclosed to Independent Contractor or of which Independent Contractor becomes aware of as a consequence of the his/her relationship with YDO; (C) has value to YDO; (D) not generally known to competitors of YDO; and (E) which includes trade secrets, methods of operation, names of customers, price lists, financial information and projections, route books, personnel data, and similar information.

“*Confidential Information*” does not include data or information (a) which has been voluntarily disclosed to the public by YDO, except where such public disclosure has been made by the Independent Contractor without authorization from YDO; (b) which has been independently developed and disclosed by others; or (c) which has otherwise entered the public domain through lawful means.

PART 2. TERMS AND CONDITIONS OF ENGAGEMENT

2.1 General Terms.

(1) YDO agrees to engage Independent Contractor to perform all work with respect to the orders for services (also referred to in this Agreement as “project(s)”) made available by YDO and accepted by Independent Contractor (as more particularly described in **Schedule “A”** to this Agreement and incorporated into this Agreement by this reference as though fully set forth herein).

(2) The work covered by this Agreement also includes those additional project(s) as are designated on an as-needed basis to the Independent Contractor by YDO from time to time during the term of this Agreement. Independent Contractor agrees to accept such project engagements with YDO, subject to the terms and conditions of this Agreement.

(3) Independent Contractor acknowledges and agrees that in performing services pursuant to this Agreement, Independent Contractor has the skills and capabilities to perform the projects and is acting solely as an independent contractor, and not as an Contractor or agent of YDO.

2.2 Performance of Duties.

(1) YDO is engaged in the business of developing strategic online marketing campaigns that includes website design, website development, search engine and social media marketing and optimization, and print and promotional materials.

(2) Independent Contractor is engaged for the term of this Agreement to provide certain services related to the business of YDO, as more particularly described in **Schedule "A"** to this Agreement, and such other related services as may reasonably be assigned to the Independent Contractor by YDO from time to time during the term of this Agreement.

(3) Independent Contractor agrees to devote such of Independent Contractor's time, skills and best efforts to complete the projects designated by YDO, and to perform faithfully for YDO in accordance with this Agreement. Independent Contractor agrees to exert Independent Contractor's best efforts to preserve for the benefit of YDO the goodwill of YDO's clients and those who may have business relations with YDO.

(4) The days and hours of work and the manner by which work is performed by Independent Contractor under this Agreement are solely within the discretion of Independent Contractor, consistent with YDO's general standards and particular customer requirements; however, in all events Independent Contractor agrees to promptly perform all work for project(s) assigned to Independent Contractor by YDO under this Agreement, and to meet any dates for completion of Independent Contractor's performance which may be specified by YDO.

(5) Independent Contractor acknowledges and agrees that Independent Contractor has no Independent Contractor benefits, health benefits, or privileges (including but not limited to workers' and Unemployment Compensation, insurance, pension, medical coverage or other fringe benefits) from YDO, and that any such benefits and privileges, if any, are to be provided solely by Independent Contractor.

(6) Independent Contractor is responsible for the payment of all applicable taxes, including but not limited to the income, withholding, unemployment, and social security taxes with respect to work done by Independent Contractor under this Agreement. YDO shall give Independent Contractor a 1099 for services performed.

(7) Independent Contractor agrees that Independent Contractor will perform all such project(s) assigned to Independent Contractor under this Agreement in full compliance with the standards adopted by YDO applicable to such projects. Independent Contractor warrants that all such work which it performs in connection with such project(s) will fully meet all such standards.

(8) Independent Contractor shall furnish all proper tools, equipment, transportation, materials and vehicles needed in performing the required work for the project(s) covered by this Agreement. Independent

Contractor shall satisfy all applicable federal, state and local safety regulations, including but not limited to safety standards established under the Federal and State occupational safety and health laws and project requirements. Independent Contractor agrees that Independent Contractor will indemnify and hold YDO harmless for any claims made in the event of violations of any local, state, or federal law by Independent Contractor.

(9) Independent Contractor shall not engage in any activity that is materially detrimental to the business of YDO, or YDO's customers/clients, during the term of this Agreement or two years after termination of this Agreement.

(10) Independent Contractor further agrees that Independent Contractor will fully comply with any and all provisions of any federal, state or local equal relationship opportunity laws.

(11) Independent Contractor's responsibilities do not include any authority for Independent Contractor to bind YDO to any contract or agreement, in the name of YDO or any representative of YDO. Independent Contractor acknowledges that such binding authority for YDO has been and is vested by YDO in YDO's Managing Member only, and not in Independent Contractor. Independent Contractor may not represent to others that Independent Contractor has the authority to bind YDO to any contract or agreement, and, when necessary, Independent Contractor is to inform them that Independent Contractor does not possess the authority to bind YDO to any contract or agreement.

2.3 Compensation.

(1) For the services rendered under this Agreement, YDO shall pay to Independent Contractor such compensation as set forth in **Schedule "B"** to this Agreement. Compensation for these services may be modified only in a written document signed by YDO and Independent Contractor. YDO will pay Independent Contractor in accordance with such Schedule B. Independent Contractor shall receive no compensation in addition to that set forth in Schedule B to this Agreement for any services rendered by Independent Contractor in any capacity to YDO or any affiliated entity. The compensation set forth in Schedule "B" shall reflect the amount of work and material costs estimated by Independent Contractor to complete the project in its entirety. Independent Contractor is not entitled to additional payment in the event that Independent Contractor exceeds the estimated hours of work to complete the project unless otherwise agreed in writing between Independent Contractor and YDO.

(2) YDO shall have the right to withhold any sums otherwise payable to Independent Contractor under this Agreement and to apply the same to any indebtedness of Independent Contractor that is owed to YDO.

(3) It is contemplated that Independent Contractor shall be responsible for Independent Contractor's reasonable and necessary business expenses incurred in connection with this Agreement. However, to the extent that there are any reasonable and necessary business expenses incurred by Independent Contractor which YDO determines are reimbursable expenses, Independent Contractor shall then be entitled to be reimbursed in accordance with the policies of YDO, as adopted and amended from time to time by YDO and a case-by-case basis, for all reasonable and necessary business expenses incurred by Independent Contractor in connection with this Agreement. Independent Contractor shall, as a condition of such reimbursement: (i) receive prior written approval for such business expenses from the Managing Member of YDO, or from such other person designated by the Managing Member of YDO to approve such business expenses, and (ii) submit verification, including original receipts, invoices, or statements of account of the nature and amount of such expenses in accordance with the reimbursement policies adopted from time to time by YDO. Reimbursements shall be paid to Independent Contractor on a timely basis.

(4) After the conclusion of each calendar year, YDO shall provide Independent Contractor a copy of Internal Revenue Service Form 1099 indicating the gross fees paid to Independent Contractor during that calendar year.

2.4 Indemnification and Hold Harmless Agreement. Independent Contractor will defend, indemnify, and hold YDO harmless from all claims of any kind made against YDO arising out of Independent Contractor's performance, including but not limited to negligence and misconduct, under this Agreement. Independent Contractor shall defend, indemnify and hold harmless YDO and YDO's agents and Contractors from and against all claims, damages, losses and expenses including attorneys' fees resulting from injury to or death sustained by any person (including Independent Contractor and/or Independent Contractor's agents or Contractors) or damage to property of any kind, which injury, death or damage arises out of, or is in any way connected with Independent Contractor's performance or failure to perform Independent Contractor's work under this agreement.

2.5 Insurance Coverage. Independent Contractor shall provide and maintain, at Independent Contractor's own expense, insurance with such insuring companies all risk coverage of at least \$ and in such form as shall be satisfactory to YDO, and YDO shall be named an Additional Insured on the Policy and the policy shall cover the "work" and "product" of Independent Contractor performed under this Agreement.

2.6 Termination. Either party may terminate this Agreement through any of the following means:

(1) Mutual Agreement to Terminate. Independent Contractor and YDO shall have the right to terminate the relationship created under this Agreement at any time by mutual agreement in writing.

(2) Independent Contractor's Right to Terminate. In the absence of a mutual agreement, Independent Contractor may terminate the relationship created under this Agreement at any time by giving ten (10) days' written notice to YDO.

(3) YDO's Right to Terminate without Stated Cause. YDO shall have the right to terminate the relationship created under this Agreement at any time for any reason, without stating a cause, upon giving five (5) days' written notice to Independent Contractor. If terminated without cause, Independent Contractor shall be paid through the date of termination.

(4) Termination for Cause. YDO may discharge Independent Contractor for Cause, as defined herein, at any time upon written notice, and upon the occurrence of such discharge for Cause, this Agreement and all of the rights, duties and obligations under this Agreement shall immediately terminate. If terminated for Cause, Independent Contractor shall be paid through the date of termination, however, YDO reserves the right to disgorge payment if YDO discovers fraud or other intentional wrongdoing.

PART 3. RESTRICTIVE COVENANTS

(a) Acknowledgements.

(i) Condition of Relationship and Other Consideration. Independent Contractor acknowledges and agrees that he/she has received good and valuable consideration for entering into this Agreement and further acknowledges that YDO would not engage or continue to engage in work Independent Contractor in the absence of execution of and compliance with this Agreement.

(ii) Access to Confidential Information, Relationships, and Goodwill. Independent Contractor acknowledges and agrees that Independent Contractor is being provided and entrusted with Confidential Information, as that term is defined below, including highly confidential customer information that is subject to extensive measures to maintain its secrecy within the Company, is not known in the trade or disclosed to the public, and would materially harm the Company's legitimate business interests if it was disclosed or used in violation of this Agreement. Contractor also acknowledges and agrees that Independent Contractor is being provided and entrusted with access to the Company's customer and Contractor relationships and goodwill. Independent Contractor further acknowledges and agrees that the Company would not provide access to the Confidential Information, customer and Contractor relationships, and goodwill in the absence of Independent Contractor's execution of and compliance with this Agreement. Independent Contractor further acknowledges and agrees that the Confidential Information, customer and Contractor relationships, and goodwill are valuable assets of the Company and are legitimate business interests that are properly subject to protection through the covenants contained in this Agreement.

(iii) Potential Unfair Competition. Contractor acknowledges and agrees that as a result of the relationship with the Company, Independent Contractor's knowledge of and access to Confidential Information, and Independent Contractor's relationships with Company's customers and Contractors, Independent Contractor would have an unfair competitive advantage if Independent Contractor were to engage in activities in violation of this Agreement.

(iv) No Undue Hardship. Independent Contractor acknowledges and agrees that, in the event that relationship with the Company terminates, Independent Contractor possesses marketable skills and abilities that will enable Independent Contractor to find suitable relationship without violating the covenants set forth in this Agreement, and Independent Contractor will in good faith take reasonable steps to secure alternative relationship.

(v) Voluntary Execution. Independent Contractor acknowledges and affirms that he/she is executing this Agreement voluntarily, that he/she has read this Agreement carefully and had a full and reasonable opportunity to consider this Agreement including an opportunity to consult with legal counsel, and that he/she has not been pressured or in any way coerced, threatened or intimidated into signing this Agreement.

(b) Definitions, as applied to Section 3.

(vi) *"Competitive Services"* means the business of selling and/or servicing websites, website development and application, which specifically includes websites, mobile friendly websites, membership websites, and commerce websites, in addition to graphic design, branding, and services related to providing support for traditional and media marketing.

(vii) *"Confidential Information,"* as defined in O.C.G.A. §13-8-51, means any and all data and information (A) relating to the business of Company, its activities, business, or clients, regardless of whether the data or information constitutes a trade secret as that term is defined by O.C.G.A. § 10-1-761; (B) disclosed to Independent Contractor or of which Contractor becomes aware of as a consequence of the relationship with Company; (C) has value to Company; (D) not generally known to competitors of Company; and (E) which includes trade secrets, methods of operation, names of customers, price lists, financial information and projections, route books, personnel data, and similar information. *"Confidential Information"* does not include data or information (a) which has been voluntarily disclosed to the public by Company, except where such public disclosure has been made by the Independent Contractor without authorization from the Company; (b) which has been independently developed and disclosed by others; or (c) which has otherwise entered the public domain through lawful means.

(viii) *"Material Contact,"* as defined in O.C.G.A. §13-8-51, means contact between Independent Contractor and each customer or potential customer of Company (i) with whom or which Independent Contractor has or had dealings on behalf of Company; (ii) whose dealings with Company are or were coordinated or supervised by Independent Contractor; (iii) about whom Independent Contractor obtains Confidential Information in the ordinary course of business as a result of Contractor's association with Company; and/or (iv) who receives products or services authorized by Company, the sale or provision of which results or resulted in compensation, commissions, or earnings for Independent Contractor within the two (2) years prior to the date of the Independent Contractor's Termination Date.

(ix) *"Person"* means any individual or any corporation, partnership, joint venture, limited liability company, association or other entity or enterprise.

(x) *"Principal or Representative"* means a principal, owner, partner, shareholder, joint venturer, investor, member, trustee, director, officer, manager, Contractor, agent, representative or consultant, and their successors and assigns.

(xi) *"Protected Customer"* means any Person to whom Company services, and with whom Independent Contractor has had Material Contact on behalf of Company during Independent Contractor's relationship with the Company.

(xii) *"Protected Work"* means any and all ideas, inventions, formulas, source codes, object codes, techniques, processes, concepts, systems, programs, software, software integration techniques, hardware

systems, schematics, flow charts, computer data bases, client lists, trademarks, service marks, brand names, trade names, compilations, documents, data, notes, designs, drawings, marketing materials, technical data and/or training materials, including improvements thereto or derivatives therefrom, whether or not patented or patentable, and whether or not subject to copyright or trademark or trade secret protection, conceived, developed or produced by Contractor or by others working with Contractor or under the direction of Contractor, during the period of Contractor's relationship, or conceived, produced or used or intended for use by or on behalf of the Company or its customers. Protected Work shall include any other information or data that is deemed proprietary to the Company from time to time.

(xiii) *"Restricted Period"* means any time during Independent Contractor's relationship with the Company, as well as two (2) years from Independent Contractor's Termination Date.

(xiv)

(xv) *"Restrictive Covenants"* means the restrictive covenants only contained in Section 5 hereof.

(xvi) *"Termination"* means the termination of Independent Contractor's relationship with the Company, for any reason, whether with or without cause, upon the initiative of either party.

(xvii) *"Termination Date"* means the date of Contractor's Termination.

(b) Restriction on Disclosure and Use of Confidential Information. Independent Contractor agrees that Contractor shall not, directly or indirectly, use any Confidential Information on Independent Contractor's own behalf or on behalf of any Person other than the Company, or reveal, divulge, or disclose any Confidential Information to any Person not expressly authorized by Company to receive such Confidential Information. This obligation shall remain in effect for as long as the information or materials in question retain their status as Confidential Information. Contractor further agrees that he/she shall fully cooperate with Company in maintaining the Confidential Information to the extent permitted by law. The parties acknowledge and agree that this Agreement is not intended to, and does not, alter either Company's rights or Contractor's obligations under any state or federal statutory or common law or international law regarding trade secrets and unfair trade practices. Anything herein to the contrary notwithstanding, Contractor shall not be restricted from disclosing information that is required to be disclosed by law, court order or other valid and appropriate legal process; provided, however, that in the event such disclosure is required by law, Contractor shall provide the Company with prompt notice of such requirement so that Company may seek an appropriate protective order prior to any such required disclosure by Contractor.

(c) Non-Solicitation of Protected Customers. Independent Contractor agrees that, during the Restricted Period, Contractor shall not, without the prior written consent of the Company, directly or indirectly, on his/her own behalf or as a Principal or Representative of any Person, solicit, divert, take away, or attempt to solicit, divert, or take away a Protected Customer for the purpose of engaging in, providing, or selling Competitive Services.

(d) Non-Recruitment of Employees. Independent Contractor agrees that during the Restricted Period, Independent Contractor shall not, directly or indirectly, whether on his/her own behalf or as a Principal or Representative of any Person, solicit or induce or attempt to solicit or induce any Employee of Company to terminate his/her employment relationship with the Company or to enter into relationship with the Independent Contractor or any other Person.

(e) Proprietary Rights.

(i) Ownership and Assignment of Protected Works. Contractor agrees that any and all Protected Works are the sole property of Company and deemed Works Made for Hire (Section g(iii)), and that no compensation in addition to Schedule B is due to Independent Contractor for development or transfer of such Protected Works. Independent Contractor agrees that he/she shall promptly disclose in writing to Company the existence of any Protected Works. Independent Contractor hereby assigns and agrees to assign all of his/her rights, title and interest in any and all Protected Works, including all patents or patent applications, and all copyrights therein, to the Company. Independent Contractor shall not be entitled to use Protected Works for his/her own benefit or the benefit of anyone except the Company without written permission from the Company and then only subject to the terms of such permission. Independent Contractor further agrees that Independent Contractor shall communicate to the Company any facts known to Contractor and testify in any legal proceedings, sign all lawful papers, make all rightful oaths, execute all divisionals, continuations, continuations- in-part, foreign counterparts, reissue applications, all assignments, all registration applications, and all other instruments or

papers to carry into full force and effect the assignment, transfer, and conveyance hereby made or to be made and generally do everything possible for title to the Protected Works and all patents or copyrights or trademarks or service marks therein to be clearly and exclusively held by the Company. Independent Contractor agrees that he/she will not oppose or object, in any way, to applications for registration of Protected Works by the Company or others designated by the Company. Independent Contractor agrees to exercise reasonable care to avoid making Protected Works available to any third party and shall be liable to the Company for all damages and expenses, including reasonable attorneys' fees, if Protected Works are made available to third parties by him/her without the express written consent of the Company.

Anything herein to the contrary notwithstanding, Independent Contractor shall not be obligated to assign to the Company any Protected Work for which no equipment, supplies, facilities, or Confidential Information of the Company was used and which was developed entirely on Independent Contractor's own time, unless (A) the invention relates (1) directly to the business of the Company, or (2) to the Company's actual or demonstrably anticipated research or development; or (B) the invention results from any work performed by Contractor for the Company. Independent Contractor likewise shall not be obligated to assign to the Company any Protected Work that is conceived by Independent Contractor after this Agreement is terminated, except that Independent Contractor is so obligated if the same relates to or is based on Confidential Information to which Independent Contractor had access by virtue of his/her relationship with the Company. Similarly, Independent Contractor shall not be obligated to assign any Protected Work to the Company that was conceived and reduced to practice prior to his/her relationship, regardless of whether such Protected Work relates to or would be useful in the business of the Company. Independent Contractor acknowledges and agrees that there are no Protected Works conceived and reduced to practice by him/her prior to his/her relationship with the Company.

(ii) No Other Duties. Contractor acknowledges and agrees that there is no other contract or duty on his/her part now in existence to assign Protected Works to anyone other than the Company.

(iii) Works Made for Hire. The Company and Contractor acknowledge that in the course of Contractor's relationship with the Company, Contractor may from time to time create for the Company copyrightable works. Such works may include, but are not limited to, manuals, pamphlets, instructional materials, computer programs, software, software integration techniques, software codes and data, technical data, photographs, drawings, logos, designs, artwork or other copyrightable material, or portions thereof, and may be created within or without the Company's facilities and before, during or after normal business hours. All such works related to or useful in the business of the Company are specifically intended to be Works Made for Hire by Independent Contractor, and Independent Contractor shall cooperate with the Company in the protection of the Company's copyrights in such works and, to the extent deemed desirable by the Company, the registration of such copyrights. Works Made for Hire shall include any other creations, information, or data that is deemed proprietary to the Company from time to time at the Company's discretion.

(f) Return of Materials. Independent Contractor agrees that Contractor shall not retain or destroy, and shall immediately return to the Company on or prior to the Termination Date, or at any other time the Company requests such return, any and all property of the Company that is in Independent Contractor's possession or subject to Independent Contractor's control, including, but not limited to, keys, credit and identification cards, personal items or equipment, customer files and information, all other files and documents relating to the Company and its business regardless of form, but specifically including all electronic files and data of the Company, together with all Protected Works and Confidential Information belonging to the Company or that Independent Contractor received from or through relationship with the Company. Independent Contractor shall not make, distribute, or retain copies of any such information or property. Independent Contractor agrees to reimburse the Company for all of its costs, including reasonable attorneys' fees, of recovering any materials and otherwise enforcing compliance with this provision, if Independent Contractor does not

return the materials to the Company on or prior to the Termination Date or at any other time the materials are requested by the Company or if Contractor otherwise fails to comply with this provision.

(g) Enforcement of Restrictive Covenants.

(i) Rights and Remedies upon Breach: The parties specifically acknowledge and agree that any breach or threatened breach of the Restrictive Covenants would cause irreparable injury to the Company and that money damages would not provide an adequate remedy to the Company. The parties specifically acknowledge and agree that the remedy at law for any breach of the Restrictive Covenants shall be inadequate, and that in the event Contractor breaches, or threatens to breach, any of the Restrictive Covenants, the Company shall have the immediate right and remedy, without the necessity of proving actual damage or posting any bond, to enjoin, preliminarily and permanently, Independent Contractor from violating or threatening to violate the Restrictive Covenants and to have the Restrictive Covenants specifically enforced by any court of competent jurisdiction. Independent Contractor understands and agrees that if he/she violates any of the obligations set forth in the Restrictive Covenants, the period of restriction applicable to each obligation violated shall cease to run during the pendency of any litigation over such violation, provided that such litigation was initiated during the period of restriction. Such rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available to the Company at law or in equity. Independent Contractor understands and agrees that, if the parties become involved in legal action regarding the enforcement of the Restrictive Covenants and if the Company prevails in such legal action, the Company shall be entitled, in addition to any other remedy, to recover from Independent Contractor its reasonable costs and attorneys' fees incurred in enforcing such covenants. The Company's ability to enforce its rights under the Restrictive Covenants or applicable law shall not be impaired, in any way, by the existence of a claim or cause of action on the part of Independent Contractor based on, or arising out of, this Agreement or any other event or transaction. Independent Contractor shall initiate a claim within six (6) months of breach of this Agreement or it is forever waived, unless a longer period of time is provided by federal law.

(ii) Severability and Modification of Covenants: Independent Contractor acknowledges and agrees that each of the Restrictive Covenants is reasonable and valid in time and scope and in all other respects. The parties agree that it is their intention that the Restrictive Covenants be enforced in accordance with their terms to the maximum extent permitted by law. Should any part or provision of any of the Restrictive Covenants be held invalid, void, or unenforceable, such invalidity, voidness, or unenforceability shall not render invalid, void, or unenforceable any other part or provision of this Agreement or such Restrictive Covenant. If any of the provisions of the Restrictive Covenants should ever be held by a court of competent jurisdiction to exceed the scope permitted by the applicable law, such provision or provisions shall be automatically modified to such lesser scope as such court may deem just and proper for the reasonable protection of the Company's legitimate business interests and may be enforced by the Company to that extent in the manner described above and all other provisions of this Agreement shall be valid and enforceable.

(h) Existing Covenants. Independent Contractor represents and warrants that his/her relationship with the Company does not and shall not breach any agreement that Contractor has with any former Company or employer to keep in confidence proprietary or confidential information or not to compete with any such former Company or employer. Independent Contractor shall not disclose to the Company or use on its behalf any proprietary or confidential information of any other party required to be kept confidential by Independent Contractor.

(i) Disclosure of Agreement. Contractor acknowledges and agrees that, during the Restricted Period, Contractor shall disclose the existence and terms of this Agreement to any prospective employer, business partner, investor or lender prior to entering into an relationship, partnership, or other business relationship with such prospective employer, business partner, investor or lender. Contractor further agrees that the Company shall have the right to make any such prospective employer, business partner, investor or lender of Contractor aware of the existence and terms of this Agreement.

PART 4. CONFIDENTIALITY

4.1 Restriction on Disclosure and Use of Confidential Information. Independent Contractor agrees that Independent Contractor shall not, directly or indirectly, use any Confidential Information, as defined herein, on Independent Contractor's own behalf or on behalf of any person other than YDO, or reveal, divulge, or disclose any Confidential Information to any person not expressly authorized by YDO to receive such Confidential Information. This obligation shall remain in effect for as long as the information or materials in question retain their status as Confidential Information. Independent Contractor further agrees that he/she shall fully cooperate with YDO in maintaining the Confidential Information to the extent permitted by law. The parties acknowledge and agree that this Agreement is not intended to, and does not, alter either YDO's rights or Independent Contractor's obligations under any state or federal statutory or common law or international law regarding trade secrets and unfair trade practices. Anything herein to the contrary notwithstanding, Independent Contractor shall not be restricted from disclosing information that is required to be disclosed by law, court order or other valid and appropriate legal process; provided, however, that in the event such disclosure is required by law, Independent Contractor shall provide YDO with prompt notice of such requirement so that YDO may seek an appropriate protective order prior to any such required disclosure by Independent Contractor.

PART 6. GENERAL PROVISIONS

6.1 Notices. Any notice or other communication by either party to the other under this Agreement is to be in written form. Any notice may be delivered personally, or by United States first class mail, or by commercial overnight document delivery service, or may be transmitted by electronic means, addressed as follows:

To Independent Contractor, at the address listed in Section 1.1 of this Agreement or to the following E-mail address: _.

TO YDO addressed to:
YOUR DESIGN ONLINE, LLC
Rob Riggs, Managing Member
750 Park Ave NE, 18-S
Atlanta, Georgia 30326
Telephone: 800. 698.5859
E-mail: rob.riggs@yourdesignonline.com

Any notice given under this Agreement is deemed to have been given on the date dispatched or transmitted, or if given personally, on the date such written notice was personally delivered. The addresses stated in this Agreement may be changed by the respective parties upon written notice delivered pursuant to this paragraph.

6.2 Agreement Inclusive. This Agreement supersedes any and all agreements, whether written or oral, by and between Independent Contractor and YDO, and any and all such prior Agreements are hereby canceled effective as of the date of this Agreement.

6.3 Assignment; Binding Effect. This Agreement and the rights and obligations of YDO hereunder may be assigned by YDO and shall inure to the benefit of, shall be binding upon and shall be enforceable by any such assignee. This Agreement and the rights and obligations of Independent Contractor hereunder may not be assigned by Independent Contractor.

6.4 Right to Recover Attorney's Fees and Other Expenses. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses incurred in the action or proceeding, even if such is not considered to be a court cost taxable to a non-prevailing party (such as those fees, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), in addition to any other relief to which such party or parties may be entitled.

6.5 Waivers. The waiver by YDO of any breach of this Agreement by Independent Contractor shall not be effective unless in writing, and no such waiver shall operate or be construed as a waiver of the same or another breach on a subsequent occasion.

6.6 Entire Agreement. This Agreement contains the entire agreement of the parties, and may be amended, changed, modified, extended or rescinded only by a writing signed by both parties. No agreements or representation, unless incorporated in this agreement, shall be binding upon either party.

6.7 Severability. Independent Contractor agrees that the covenants and agreements contained in this Agreement are of the essence of this Agreement; that each of such covenants is reasonable and necessary to protect and preserve the interests and properties of YDO and the business of YDO; that irreparable loss and damage will be suffered by YDO should Independent Contractor breach any of such covenants and agreements; that each of such covenants and agreements is separate, distinct and severable not only from the other of such covenants and agreements but also from the other and remaining provisions of this Agreement; and that the enforceability of any such covenant or agreement shall not affect the validity or enforceability of any other such covenants or agreements or any other provisions of this Agreement.

6.8 Survivability. All covenants, agreements, representations, and warranties made in this Agreement, or that are otherwise made in writing by any party to this Agreement, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated in this Agreement.

6.9 Governing Law. This Agreement is to be deemed as having been executed in the State of Georgia and is to be interpreted, construed and governed in accordance with the laws of the State of Georgia. Prior to bringing any action in a court of law, the parties hereto shall agree to mediate their dispute through a mutually agreed upon mediator. If mediation fails, the parties shall bring their legal claims in the Superior Court of Cobb County, Georgia, and all parties agree to the jurisdiction and venue of said Court.

PART 7 EXECUTION

7.1 Signatures. The signatures of the authorized representatives of the respective parties to this Agreement following this paragraph constitute execution of this Agreement between them. This Agreement may be signed in counterparts.

YOUR DESIGN ONLINE, LLC:

By: 

Print: Robert W Riggs, III
Title: Managing Member

INDEPENDENT CONTRACTOR:

By: _____

Print: _____
Title: _____

SCHEDULE A

Description of Included Position:

SCHEDULE B

Compensation Schedule:

If Contracting Company, compensation is paid within 30 days of receipt of invoice for the work having been performed and delivered.

For single Independent Contractor, compensation is paid via Direct Deposit, compensation shall follow YDO's regular payroll cycle. Payment of wages and salaries is made semi-monthly for base salary due up to the pay date via Direct Deposit. Payroll is run on the 1st and 16th of each month. The actual date that monies will be made available may vary by bank. Deposits are typically initiated the day following the 1st and the 16th and are made available on the following business day. If either the 1st or the 16th fall on a weekend, federal holiday, or other holiday where banks may be closed, the payment will typically process on the following bank day. All payments are initiated on a bank business day.

Examples:

- In the event that the 1st day of a month occurs on a Friday: payroll is processed on the 1st and triggered for deposit the next business day, which is Monday the 4th.
 - In the event that the 1st day of a month occurs on a Saturday: payroll is processed on the 1st and triggered for deposit the next business day, which is Tuesday the 4th.
-
-