

Non-Solicitation and Confidentiality Agreement

This NON-SOLICITATION AND CONFIDENTIALITY AGREEMENT ("Agreement") is made and entered into by and between Next Net Media, LLC DBA FreeUp ("FreeUp") and Freelancer and shall be effective immediately upon all parties having duly executed this Agreement.

WHEREAS, Freelancer desires to use the FreeUp Network, its services and platform to attempt to locate Clients and enhance its independent Freelancer services on a non-exclusive basis.

WHEREAS, Freelancer understands and acknowledges that consent to this Agreement is in consideration of and exists as part of Freelancer's access to the FreeUp Network to market Freelancer's services and to permit Freelancer to use the FreeUp Network to enter into independent contractor relationships to performed services for Clients on the FreeUp Network.

WHEREAS, as part of Freelancer's access to and use of the FreeUp Network, Freelancer will be or has been exposed to FreeUp's trade secrets and confidential business information in connection with FreeUp's operations, as well as Freelancer may be or has been exposed to trade secrets and confidential business information of Clients and has received or may receive specialized onboarding or exposure in connection with Client operations; and

WHEREAS, FreeUp is relying on Freelancer's commitments and obligations in this Agreement and in disclosing to FreeUp Network users, including Clients, that Freelancer has entered into and agreed to the commitments and obligations in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, including but not limited to the FreeUp Network Freelancer User Agreement between Freelancer and FreeUp, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

Incorporation of Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

Acknowledgment. Freelancer recognizes and acknowledges that FreeUp has legitimate business interests that justify this Agreement. The legitimate business interests of FreeUp include, but are not limited to, trade secrets, valuable confidential business or professional information that otherwise does not qualify as a trade secret, substantial relationships with FreeUp's Freelancers and specific prospective or existing other FreeUp Network users, including Clients, and Client goodwill, and the extraordinary or specialized information in which Freelancer may receive as part of Freelancer's access to the FreeUp Network and Clients, including without limitation its resources, tips, internal access to the software, business model and samples, all of which Freelancer acknowledges there has been a substantial investment by FreeUp and Clients. Freelancer further recognizes and acknowledges that the restrictive covenants contained in this Agreement are reasonably necessary to protect FreeUp and any Client's business interests.

Non-Solicitation of Client's Introduced through Access to FreeUp. During any time in which Freelancer is accessing or using the FreeUp Network and for a period of two (2) years immediately following the termination of Freelancer's access to or usage of the FreeUp Network, regardless of the reason, Freelancer shall not, directly or indirectly, for his or her own account (or its own account for an entity Freelancer) or for the account any other person or entity, solicit or accept orders from, or provide Services similar to the Services for any Client(s) which Freelancer was introduced or exposed to through Freelancer's access to or use of the FreeUp Network, regardless of whether Freelancer and Client(s) actually reached an agreement to perform Services. The terms "introduce" and "exposure" shall be construed in the broadest sense, including without limitation Freelancer receiving a message notification, a posting in any FreeUp chatroom or group chat, or from the FreeUp Project Board or FreeUp contacting Freelancer by phone, email, Skype or other communication providing that a Client is in need of particular Services. Freelancer agrees not to do business with any Client that Freelancer was introduced to or exposed to, under any circumstances, and no matter how such contact might occur or be initiated, directly or indirectly, for his or her own account (or its own account for an entity Freelancer) or for the account of others, during this two (2) year non-solicitation period. Further,



Freelancer shall not at any time, directly or indirectly, in any manner, interfere with any contracts or agreements between FreeUp and any third parties. Freelancer shall not recommend, urge or encourage any actual or potential Client on the FreeUp Network to discontinue or not access the FreeUp Network or to do business with Freelancer or any other freelancers (individuals or entities) outside of the FreeUp Network, when such Services are available through Freelancer in the FreeUp Network. Freelancer is encouraged to refer any actual or potential Client(s) to other freelancers in the FreeUp Network. Freelancer also agrees that Freelancer shall not, directly or indirectly, make any false, negative, damaging, or disparaging statement, representation, comment, or communication of any kind, to any person or entity, regarding FreeUp, the FreeUp Network, its management, methods of doing business, the marketplace, role in the community, or treatment of its users, including Freelancer.

Confidentiality. Freelancer agrees and acknowledges that through access to or use of the FreeUp Network, Freelancer is likely to receive Confidential Information or Trade Secrets of FreeUp intended to be solely for the benefit of Freelancers and Clients admitted to the FreeUp Network. These benefits including without limitation FreeUp's Best Practices, Guidelines and other materials provided by FreeUp to assist Freelancers and Clients grow Freelancer's businesses. Freelancer agrees these materials are Confidential and Trade Secrets of FreeUp and that Freelancer shall not share, disclose or disseminate any of these materials to anyone outside of the FreeUp Network.

Reasonableness of Limitations. It is agreed by the parties that the covenants in this Agreement are reasonably necessary to protect the legitimate business interests of FreeUp and that such covenants impose a reasonable restraint on Freelancer in light of the activities of Freelancer and Freelancer's access to and use of the FreeUp Network, it being the legitimate business interest of permitting Freelancers access to a marketplace and materials for Freelancer to access potential Clients. Freelancer agrees that the covenants and restrictions impose a reasonable restraint in light of Freelancer's business activities and FreeUp's business activities on the date of execution of this Agreement and the current plans of FreeUp; but it is also the intent of FreeUp and Freelancer that such covenants be construed and enforced in accordance with the changing activities and business of FreeUp throughout the term of this Agreement.

Enforcement. If Freelancer violates any of the terms or conditions of this Agreement owed to FreeUp, Freelancer acknowledges that FreeUp will suffer irreparable harm and that monetary damages may not be an adequate remedy. Freelancer agrees that should Freelancer violate any of the terms or conditions of this Agreement, FreeUp may apply to a court of competent jurisdiction for and obtain an order enjoining any further violations. In any court order, the time limitations provided for in this Agreement may be extended by the length of time it is determined that Freelancer was in violation of any provision of the Agreement. Additionally, FreeUp may seek damages for any injuries suffered by it as a result of Freelancer's violation to the extent that damages are reasonably capable of ascertainment. Freelancer agrees to inform any other party that Freelancer perform services for during the term of this Agreement that this Agreement exists and that Freelancer is bound by its terms, and to provide each with a copy of this Agreement. Further, Freelancer agrees that FreeUp shall have the right to communicate the terms of this Agreement to any third parties, including but not limited to, any past, present or prospective client or customer of Freelancer, regardless of whether the third party is a FreeUp Network user. Freelancer waives any right to assert any claim for damages against FreeUp, or any officer, manager, member or agent of FreeUp, arising from any disclosure of this Agreement or its terms to any third party.

No Prior Restrictions & Indemnity. Freelancer represents and warrants that Freelancer is not a party to any other contract or agreement which would be violated by this Agreement and the Freelancer Agreement with FreeUp and that Freelancer is not a party to any contract of employment, employment agreement, restrictive covenant, non-competition agreement or other similar agreement or restriction (all of the foregoing are hereafter referred to as "Prior Restrictions") which would, in any manner whatsoever, prohibit, restrict or impact the Freelancer's ability to access or use the FreeUp Network or to attempt to, or actually contract or perform Services for any Client on the FreeUp Network. Freelancer agrees to indemnify FreeUp and hold it harmless of and from any and all liability, expenses, costs and attorney's fees (including attorney's fees and costs incurred in advance of any suit and fees and costs on appeal) and the cost of any settlement, incurred by FreeUp in connection with any claims, demands, suits, actions, proceedings or judgments which, in any manner, arise out of or relate to, any Prior Restrictions.

Attorney's Fees & Venue. This Agreement shall be governed by the laws of the State of Florida. In the event of any litigation arising from or associated with this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees including fees, expenses and costs incurred in advance of



filing suit and fees and costs on appeal. The parties agree that any action to enforce or avoid this Agreement shall have as its venue solely and exclusively in the Circuit Court of Orange County, Florida. THE FREELANCER AND FreeUp EXPRESSLY WAIVE THE RIGHT TO A JURY TRIAL IN ANY SUCH ACTION.

Severability. Should any provision of this Agreement be declared or determined to be invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and the invalid part, term, or provision shall be modified, if possible, to make it valid or, if modification is not possible, such part, term or provision shall be deemed not to be a part of this Agreement.

Assignment. This Agreement shall not be assigned by either party without the express written consent of the other party.

Whole Agreement. This Agreement supersedes and replaces all previous, contracts, understandings the parties regarding non-solicitation and/or confidentiality with the exception of any confidentiality provisions contained in the FreeUp Network Freelancer User Agreement. The parties further acknowledge that this Agreement represents the complete and entire agreement of the parties and all previous representations, understandings, or agreements, whether oral or written, are deemed to have been subsumed and merged into this Agreement.

FreeUp
By: Matt Harrison
Title: VP of Strategy
Date:

December 30, 20

Independent Contractor
Freelancer’s Business Name & Title:

Business Name

 (if
applicable)
Freelancer's Name:

Freelancer's Name

Date:

December 30, 20

X _____



Signature Certificate

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Audit

Non-Solicitation and Confidentiality Agreement
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This audit trail report provides a detailed record of the
online activity and events recorded for this contract.