



JNJ Services

LANGUAGE INDEPENDENT CONTRACTOR NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT

This AGREEMENT is made and entered into between JNJ Services, Inc. as of this () day of _____, 20____ and _____ (hereinafter called "**Contractor**").

WHEREAS, JNJ Services, Inc. has customers that require timely pre-arranged language services, and:

WHEREAS, the Contractor has the ability to provide language services on an as needed basis, and:

NOW THEREFORE, in consideration of the mutual promises herein exchanged, JNJ Services, Inc. and the Contractor, pursuant to the following terms, but subject to the following conditions, have agreed to the following:

Contractor agrees to render services for JNJ Services, Inc. as: an **Independent Contractor** and provide language services from time to time, at the request of JNJ Services, Inc., Contractor will not do anything to impede the full performance of any of JNJ Services, Inc. obligations under this agreement.

Contractor may commence services for JNJ Services, Inc., upon Company request, with the understanding that the Contractor may decline an assignment, and with the understanding that JNJ Services Inc., may terminate Contractor's services anytime at the sole discretion of the Company. Contractor may terminate this contract by giving a two week notice in writing via email or US mail.

Provided Contractor renders services in accordance with this agreement JNJ Services, Inc. may pay to Contractor fees for services performed in a manner hereunder. Contractor shall invoice JNJ Services, Inc. for the services provided at a rate to be determined by the company and accepted by the Contractor prior to performance of said services, and JNJ Services, Inc. may remit to Contractor, payment according to JNJ Services, Inc. scheduled payment policy for the year the services are surrendered.

It is agreed and understood that Contractor's relationship to JNJ Services, Inc. is that of an **Independent Contractor**. Accordingly, Contractor shall be responsible for payment of his/her taxes and applicable insurance under existing laws, including, but not limited to social security taxes, and federal, state and city income taxes. Contractor warrants that Contractor will make all necessary payments due appropriate governmental agencies to comply with the foregoing and indemnify JNJ Services, Inc. against any claims, liabilities, cost, or expenses that may arise out of breach of the foregoing. It is agreed that as an Independent Contractor, free from authority and control of JNJ Services, Inc., the **Contractor is not covered by worker's compensation insurance provided by JNJ Services, Inc. and the Contractor expressly waives any such coverage as a condition to his/her independent status. The Contractor does acknowledge that he/she is not eligible for any unemployment benefits by virtue of its relationship with JNJ Services, Inc.**

This Agreement contains the entire understanding of the parties relating to the subject matter herein contained, and the Agreement cannot be changed or terminated orally. The laws of the state of Georgia shall govern this Agreement, and all matters. In the event it become necessary to enforce this Agreement, with or without litigation, the prevailing party shall be entitled to recover all cost incurred including reasonable attorney's fees.

The undersigned shall be deemed an Independent Contractor and is not an employee, collaborate, agent, or engaged in a joint venture with JNJ Services, Inc. The undersigned further acknowledges that he/she shall not be entitled to any fringe benefits, pension, retirement, profit sharing or any other benefits accruing to employees.

Independent Contractor shall not hire any other Independent Contractor or company to perform its services assigned by JNJ Services, Inc.

The parties hereto indicate their acknowledgement and consent to the terms of this Agreement by signing as indicated below.

All parties acknowledge and agree to maintain the confidentiality of information in regards to the company, its' client and any and all business information, (Trade Secrets) that is privy to JNJ SERVICES, INC. and is not public knowledge. Information includes, but is not limited to client records or client referrals, business records and plans, driver or interpreter records relating to JNJ SERVICES, INC. and any other private business information (Trade Secrets) that is used by JNJ SERVICES, INC. In addition, independent contractor agrees not to interact with JNJ Services, Inc customers, without prior written authorization.

At the conclusion of any discussions or upon demand by the Company, all confidential information, including client records, names, addresses, phone numbers, business forms or records, written notes, maps, tickets or receipts, memoranda or notes shall not be disclosed to any employee, consultant or third party in any way to create the documents or any other type of business records originally created for the exclusive use of the Company and which are the subject of the Agreement.

The obligations of any Independent Contractor under this Agreement shall remain in effect (a) with respect to Confidential Information for the duration of the Independent Contractor/Company relationship; and (b) with respect to Confidential Information that constitutes a trade secret under applicable law, thereafter for so long as the information qualifies as a trade secret under applicable law.

The obligations of any Independent Contractor under this Agreement shall not apply with respect to Confidential Information received by such Independent Contractor if it can establish that Confidential Information: (a) is or becomes generally available to the public without the fault or omission of the Independent Contractor, (b) was known to the Independent Contractor prior to the first disclosure by the other Part, or is independently developed by the Independent Contractor.

All Confidential Information disclosed to the Independent Contractor under this Agreement shall remain the exclusive property of the Company. Upon the Company's request, the Independent Contractor shall promptly return to the Company any and all electronic, written or printed information, and all copies thereof, containing, or reflecting confidential Information (Whether repaired by such the Company or otherwise).

- a) This Agreement shall be binding and if any Independent Contractor breaches or threatens to breach this Agreement, each acknowledges that there may not exist an adequate remedy at law, and agrees that the Company shall have the right to seek and obtain temporary and permanent injunctive relief to restrain a violation of this Agreement without the necessity of proving irreparable injury or damage and without the posting of any bond or other surety thereon. The right to injunctive relief shall be cumulative and in addition to the right to seek and obtain other remedies, including monetary damages.
- b) If any or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable law, such clause or provision shall be severed and the remaining provisions of the Agreement shall continue in full force and effect.
- c) This Agreement shall be construed under and governed by the laws of the State of Georgia, without reference to any conflict of law's provisions.
- d) Nothing contained in this Agreement shall be deemed to create any relationship of agency, joint venture or partnership or otherwise between the Independent Contractor and JNJ Services, Inc.
- e) If any legal proceedings is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, JNJ Services, Inc. shall be entitled to recover from the losing party reasonable attorney's fees and other cost incurred in that action or proceeding.

This Agreement constitutes the full and complete understanding between the Parties and supersedes all other written and oral agreements relative to the disclosure and confidentiality of the Confidential Information. This Agreement may be waived or amended only by a written instrument signed by both Parties. The validity, interpretation, interpretation, performance, remedies and all other issues relating to this agreement shall be governed by the laws of the State of Georgia.

COMPANY

CONTRACTOR

Dianne Welch

Chief Executive Officer

JNJ Services Inc.



Independent Contractor

Independent Contractor Signature

Social Security Number

Date