



# JNJ Services

## TRANSPORTATION VENDOR NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT

This AGREEMENT is made and entered into between JNJ Services, Inc. as of this ( ) day of \_\_\_\_\_, 20\_\_\_\_ and \_\_\_\_\_ (hereinafter called "Vendor").

WHEREAS, JNJ Services, Inc. has customers that require timely pre-arranged transportation.

WHEREAS, the Vendor has the ability to provide said transportation or other services on an as needed basis, and:

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

Vendor agrees to render services for JNJ Services, Inc as: a **Vendor** and transport, or other services from time to time, at the request of JNJ Services, Inc., Vendor will not do anything to impede the full performance of any of JNJ Services, Inc. obligations under this agreement.

The Driver Vendor will provide their own full-sized, properly registered and insured vehicle, which is to be used to carry out the occasional Company requested transportation/ service assignments, in a safe courteous and **lawful** manner.

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

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

It is agreed and understood that Vendor's relationship to JNJ Services, Inc. is that of a **Vendor**. Accordingly, Vendor 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. Vendor warrants that Vendor 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 a Vendor, free from authority and control of JNJ Services, Inc., **the Vendor is not covered by worker's compensation insurance provided by JNJ Services, Inc. and the Vendor expressly waives any such coverage as a condition to his/her independent status. The Vendor 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 Vendor 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.

Vendor shall not hire any other Vendor or company to perform its services assigned by JNJ Services, Inc. All scheduling, communications will be provided by telephone, cellular phone, and website.

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, it's a 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 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 Vendor under this Agreement shall remain in effect (a) with respect to Confidential Information for the duration of the Vendor/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 Vendor under this Agreement shall not apply with respect to Confidential Information received by such Vendor if it can establish that Confidential Information: (a) is or becomes generally available to the public without the fault or omission of the Vendor, (b) was known to the Vendor prior to the first disclosure by the other Part, or is independently developed by the Vendor.

All Confidential Information disclosed to the Vendor under this Agreement shall remain the exclusive property of the Company. Upon the Company's request, the Vendor 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 Vendor 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 Vendor and JNJ Services, Inc.
- e) If any legal proceedings are 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.

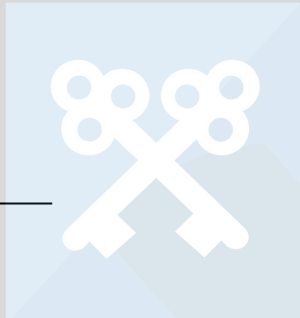
This Agreement constitutes the full and complete understanding between the Parties and supersedes all other written and oral agreements relative to the disclosure and confidentiality of the Confidential Information. This Agreement may be waived or amended only by a written instrument signed by both Parties.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

**COMPANY**

**VENDOR**

*Dianne Welch*  
Chief Executive Officer

JNJ Services Inc.



Authorized Personnel Printed Name

Authorized Personnel Signature

EIN Number

Date