



# PlayBook Athlete

## The Social Network for Athletes

### Independent Contractor Agreement/Non-disclosure Agreement

This Agreement (the “Agreement”) is made effective as of (*date*) (the “Effective Date”), by and between the **PlayBook Athlete**, a North Carolina limited liability corporation with its principal place of business at 216 Salerno Drive, Clayton, NC (“Play Book”), and (*Independent Contracting Company*), with its principal place of business at (*address*) (the “Independent Contractor”).

#### 1. Services and Obligations of the Independent Contractor

##### 1.1. Scope of Services.

During the term of this agreement, the Independent Contractor shall work closely with (*Provide a description of who the Independent Contractor will primarily be working with and a description of the primary tasks and goals of the project. Also, include who will be the primary individual responsible for performing the services of the Independent Contractor. You may want to execute a Memorandum of Understanding (also known as a MOU) in conjunction with this agreement.*)

##### 1.2. Method of Performing the Services; Effort.

The Independent Contractor will determine the method, details, and means of performing the Services, consistent with this Agreement. The Independent Contractor shall perform the Services in a timely and professional manner. PlayBook Athlete and the Independent Contractor anticipate that such efforts will require approximately (*provide a description of the weekly hours necessary to complete the work such as 25 hours or 40 hours*) man-hours of work per week.

### 1.3. Office Space and Support Staff.

The Independent Contractor will be responsible for supplying its own office space, but may perform Services under this Agreement on PlayBook Athlete premises at PlayBook Athlete's request. The Independent Contractor will be responsible for supplying its own support staff, if any. Any and all personnel hired by the Independent Contractor as employees, consultants, agents or otherwise (collectively "Staff"), shall be the responsibility of the Independent Contractor. The Independent Contractor will inform all Staff in writing at the time such Staff are hired by the Independent Contractor, that such Staff are not employees of PlayBook Athlete and that PlayBook Athlete has no present or future obligation to employ such Staff or provide such Staff with any compensation and/or employment benefits. The Independent Contractor will be solely responsible for the acts of such Staff and such Staff will conduct their activities at the Independent Contractor's risk, expense and supervision. The Independent Contractor warrants and covenants that the Staff shall be subject to all of the obligations applying to the Independent Contractor pursuant to this Agreement.

### 1.4. Withholding, Taxes and Benefits.

The Independent Contractor will be responsible for withholding, accruing and paying all income, social security and other taxes and amounts as may be required by law for the Consulting Fee (as defined below in Section 2.1) and all payments to the Staff, if any. The Independent Contractor will also be responsible for all statutory insurance and other benefits required by law for the Independent Contractor and the Staff and all other benefits promised to the Staff by the Independent Contractor, if any. The Independent Contractor shall provide PlayBook Athlete with a completed W-9 form.

### 1.5. Nondisclosure.

As a condition of this Agreement, Independent Contractor and all persons assigned to perform the Services shall execute the "Nondisclosure Agreement" attached hereto as Exhibit A and made a part hereof by this reference.

## **2. Compensation and Obligations of PlayBook Athlete**

### 2.1. Compensation.

During the Term (as defined below), PlayBook Athlete will pay the Independent Contractor a fee equal to (*spell out the fee amount, include*

*the numerical compensation, and how often the fee will be paid. For example, twenty-two thousand and thirty-five dollars, \$22,035.00 per month*). (the “Consulting Fee”). The Consulting Fee shall constitute the Independent Contractor’s sole compensation for the performance of the Services under this Agreement.

## 2.2. Travel Expenses.

*(If travel expenses may be at issue, include the terms of the agreement. Also, include a timeframe for when the Independent Contractor shall provide documentation of travel expenses, what must be included with the documentation, and any other determining factors)*. In determining the reasonableness and necessity of travel expenses, Independent Contractor and the person authorizing the travel at PlayBook Athlete shall consider the ways in which PlayBook Athlete will benefit from the travel and weigh those benefits against the anticipated costs of the travel. In determining whether the benefits to PlayBook Athlete outweigh the costs, less expensive alternatives, such as participation by telephone or video conferencing, shall be considered.

## 2.3. Other Expenses.

Notwithstanding paragraph 1.3, Independent Contractor may recommend to PlayBook Athlete that additional consultants be retained to assist in the Services and/or that additional expenses be incurred in furtherance of the interests of PlayBook Athlete. PlayBook Athlete shall retain sole discretion whether to accept the recommendation and any such consultants or expenses will be contracted directly by PlayBook Athlete.

# 3. Term and Termination

## 3.1. Term.

This Agreement shall be effective from the Effective Date written above and terminate on (*include a termination date*), if not earlier, but may be extended for additional periods of time upon the mutual written agreement by the parties at any time prior to the expiration of the then-current term (the “Term”).

## 3.2. Termination.

Either party hereto may terminate this Agreement at any time and for any reason, with or without cause, and with or without notice.

## 3.3. Effect of Termination and Survival.

Upon the termination of this Agreement for whatever reason: (a) all obligations of the parties hereunder shall cease except as provided in this section; (b) PlayBook Athlete shall pay the Independent Contractor all Consulting Fees due up to the date of such termination, prorated as applicable for any partial month period and (except as otherwise provided in this Agreement) offset, if applicable, by any damages the Independent Contractor caused Play Book to incur as a result of its breach of the Agreement; (c) the Independent Contractor shall return to Play Book all Confidential Information (as defined in Exhibit A); and (d) the terms of this Section 3.3. and Exhibit A shall survive termination of this Agreement, however terminated.

#### **4. Relationship Between Play Book and the Independent Contractor**

On and after the Effective Date, the Independent Contractor and its Staff, if any, shall at all times be and be deemed to be independent contractors of Play Book. The Independent Contractor agrees that no income, social security or other taxes or amounts shall be withheld or accrued by Play Book for the Independent Contractor's benefit or for the benefit of his Staff and no statutory insurance shall be written by Play Book on behalf of the Independent Contractor or the employees of the Independent Contractor. Neither the Independent Contractor nor any of its Staff shall, under any circumstances, have any authority to act for or to bind Play Book or to sign the name of Play Book or to otherwise represent that Play Book is in any way responsible for its acts or omission. Neither the Independent Contractor nor its Staff has or have any authority to create any contract or obligation, express or implied, on behalf of, in the name of, or binding upon Play Book, except as may be specifically authorized in writing by the President of Play Book, or his designate.

#### **5. No Conflicts**

It is anticipated that the Independent Contractor may perform services as an independent contractor, employee, officer or director for parties other than Play Book during the Term. The Independent Contractor represents and warrants that it does not presently have any conflicts of interest that would violate this Agreement and if any conflicts of interest arise, it will immediately and fully disclose all conflicts of interests. A conflict of interest occurs when the Independent Contractor's obligation as an independent contractor, employee, officer or director for another party, is at odds with the business or financial needs of PlayBook Athlete.

#### **6. Covenant Not to Compete**

The Independent Contractor agrees, that at no time during the Term of the Agreement with PlayBook Athlete, it will engage in any business activity which is competitive with PlayBook Athlete nor work for any company which competes with PlayBook Athlete. Additionally, for a period of two (10) years following the termination of this Agreement, the Independent Contractor will not engage in any business activity which competes with Play Book.

**7. Non-Solicitation.**

During the Term of this Agreement, and for a period of two (10) years following the Agreement, the Independent Contractor agrees not to solicit any employee or independent contractor of Play Book on behalf of any other business enterprise, nor shall the Independent Contractor induce any employee or any other independent contractor associated with Play Book to terminate or breach and employment, contractual or other relationship with Play Book.

**8. Soliciting Customers After Termination of Agreement.**

During the Term of this Agreement, and for a period of two (10) years following the termination of this Agreement, the Independent Contractor shall not, directly or indirectly, disclose to any person, firm or corporation the names or addresses of any of the customers or clients of Play Book or any other information pertaining to them. Neither shall the Independent Contractor call on, solicit, take away, or attempt to call on, solicit or take away any customer of Play Book on whom the Independent Contractor has called or with whom the Independent Contractor has become acquainted during the Term of this Agreement, as the direct or indirect result of your interactions with Play Book.

**9. Miscellaneous**

**9.1. Assignment.**

This Agreement, and any of the rights and obligations hereunder, may not be assigned by either party without the other's prior written consent. The Independent Contractor may not subcontract any portion of the Services provided under this Agreement except with the prior written consent of Play Book.

**9.2. Prior Agreements.**

This Agreement, including the Exhibits hereto, supersedes any and all agreements, either oral or in writing, between the parties hereto with respect to the Services of the Independent Contractor, and contains all of

the covenants and agreements between the parties with respect to such Services. Each party to this Agreement acknowledges that no representation, inducement, promises or agreements, oral or otherwise, with regard to this Agreement or the Services to be rendered under it have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

### 9.3. Modification.

No modification or waiver of this Agreement shall be binding unless in writing and signed by the parties hereto. The waiver by either party of any breach by the other party of any of its obligations hereunder or the failure of such party to exercise any of its rights in respect of such breach shall not be deemed to be a waiver of any subsequent breach.

### 9.4. Governing Law and Venue.

This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina. All actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State courts located in Wake County and in the United States District Court for the Eastern District of North Carolina.

### 9.5. Notices.

Any notice or other communication under this Agreement shall be considered given when delivered personally or delivered by first class mail or express courier service (such as DHL Courier or Federal Express Courier) to the parties at their respective addresses set forth above (or at such other address as a party may specify by notice made pursuant to the terms of this Section 6.6.).

## **10. Injunctive Relief**

The Independent Contractor hereby acknowledges (1) that PlayBook Athlete will suffer irreparable harm if the Independent Contractor breaches its obligations under this Agreement; and (2) that monetary damages may be inadequate to compensate Play Book for such a breach. Therefore, if the Independent Contractor breaches any such provisions, then Play Book shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.

## **11. Ethics**

While conducting business with, around, for, or in conjunction with, a high level of ethics shall be maintained and exhibited. The Independent

Contractor shall not in any way participate in, person or digitally, in any activities that are political in nature while wearing any PlayBook Athlete attire or from any platform that represents PlayBook Athlete. Any other terms of this section are at the discretion of the management team to which the Independent Contractor reports.

## **12. Termination**

Willfully or unknowingly violating of one or more than one of these directives could be subject to immediate termination of this contract by PlayBook Athlete. Depending upon the severity of the infraction, court litigation may be appropriate.

IN WITNESS WHEREOF, the parties hereto acknowledge by signing below that they have read and understand the foregoing Agreement, and agree to comply with all of the terms of the Agreement and that the parties have received a copy of the Agreement.

**Play Book, LLC**

By: \_\_\_\_\_  
Managing Partner

*(Independent Contractor)*

By: \_\_\_\_\_  
*(Executing Agent)*