

## CONTRACTOR AGREEMENT

The Parties to this Contractor Agreement (hereafter, the "Agreement") are Andrew Schneider (hereafter, "Schneider") and \_\_\_\_\_ (hereafter, "Contractor"). Schneider and Contractor may be referred to herein as the Parties.

### **1. Retainer of Contractor.**

By the present Agreement, Schneider has asked Contractor to assist in the construction of a prototype of Schneider's idea (hereafter, the "Idea").

### **2. Independent Contractor.**

This Agreement shall not render Contractor an employee, partner, agent of, or joint venturer with the Schneider for any purpose.

### **3. Ownership of Confidential Information.**

It is understood that during the engagement agreed to herein, Contractor will have access to and become acquainted with various information, including without limitation any copyright, patent, trade-secret, or other intellectual-property or proprietary rights therein and any derivatives thereof, business plans, potential and actual Schneider contacts and contracts, innovations, processes, information, records and specifications owned or licensed by Schneider and/or used by Schneider in connection with the operation of its business including, without limitation, Schneider's business and product processes, methods, customer lists, accounts and procedures. (collectively and non-exhaustively Schneider's "Confidential Information"). All Confidential Information is and will remain the property of Schneider. Nothing in this Agreement constitutes a license or grant of any rights in or to any Confidential Information to Contractor, except as expressly stated herein. Upon the earlier of termination of this Agreement or Schneider's request, Contractor will promptly return to Schneider all Confidential Information in its possession, custody, or control, together with any copies thereof.

### **4. Assignment.**

Contractor agrees that it may be involved in the development of one or more new, useful and non-obvious process, machine, manufacture, or composition of matter, or any new and useful improvement thereof (Hereafter, the "Inventions") related to the Idea, and the development of one or more artistic expressions (Hereafter, the "Copyrights") not covered by the Works Made for Hire Under the 1976 Copyright Act provision provided below. Contractor, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which to Contractor from Schneider are hereby acknowledged, said Contractor, by these presents, do hereby sell, assign, and transfer unto Schneider, its successors and assigns, the entire right, title, and interest for the territory of the United States of America, its territories and possessions, and in all

foreign countries, including all rights to claim priority, in and to the Inventions and/or Copyrights as developed under this Agreement; said right, title, and interest in said Inventions and Copyrights to be held and enjoyed by said Schneider for its own use and behoof, and by its successors and assigns, to the full end of the term of any patent applications and all patents resulting there from, and/or the term of any Copyright Registrations, as fully and entirely as the same would have been held by Contractor had this Assignment and sale not been made.

Contractor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement.

Contractor further covenants that Schneider will, upon its request, be provided promptly with all pertinent facts and documents relating to said Inventions, Copyrights and legal equivalents thereof as may be known and accessible to Contractor and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to Schneider or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce any patents, copyright registrations and equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

This grant specifically includes, without limitation, the right to recover for any third-party infringement thereof, regardless of whether such infringement occurred before or occurs after the effective date of this Assignment.

#### **5. Works Made for Hire Under the 1976 Copyright Act.**

All works that Contractor is commissioned to complete that fall in one or more of the following special categories is a Work Made for Hire under the 1976 Copyright Act, and accordingly is owned by Schneider: It is agreed by Contractor that this Agreement satisfies the "written agreement" provision of the United States Copyright laws. The special categories are: a contribution to a collective work, as a part of a motion picture or other audiovisual work, as a translation, as a supplementary work, as a compilation, as an instructional text, as a test, as answer material for a test, or as an atlas.

#### **6. Confidentiality/Non-Disclosure Obligations.**

Contractor will hold in strict confidence and will not disseminate or disclose in any way to any third party any Confidential Information, unless expressly authorized to do so by Schneider in a writing executed by an Authorized Individual. Contractor will further use at least the same degree of care as it uses to protect its own information of a like nature, but in any event no less than a reasonable degree of care, to prevent disclosure of any Confidential Information to any third party; and if Contractor is not an individual, Contractor will not disclose any Confidential Information to any of its employees unless they have executed a confidentiality/non-disclosure agreement in the same form as this Agreement and only on a need-to-know basis. Contractor will not possess or use any Confidential Information except to the extent necessary to complete the Projects

contracted for under this Agreement; and Contractor will not reverse engineer or otherwise attempt to derive the composition or underlying information, structure, or ideas of any Confidential Information. Contractor will give prompt written notice to Schneider of any unauthorized disclosure of Confidential Information of which it becomes aware. Contractor shall keep its relationship with Schneider confidential. Contractor's duty of Confidentiality will extend for a period of three (3) years after the termination of this Agreement.

This Agreement imposes no obligations on Contractor with respect to information, whether or not such information is Confidential Information, if such information: (a) was rightfully in Contractor's possession free of any obligation of confidence to Schneider prior to the time it was communicated to Contractor by Schneider; (b) was publicly available or in the public domain at the time it was communicated to Contractor by Schneider; (c) is or becomes publicly available or in the public domain subsequent to the time it was communicated to Contractor by Schneider through no fault of Contractor; (d) is rightfully communicated to Contractor by a third party free of any obligation of confidence subsequent to the time it was communicated to Contractor by Schneider through no fault of Contractor; and/or (e) is disclosed pursuant to the order of a court or government, provided that Contractor gives Schneider reasonable written notice of such order prior to disclosure.

#### **7. Choice of Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

#### **8. Entire Agreement.**

This Agreement constitutes the entire agreement with respect to matters set forth in this Agreement and supersedes any prior understanding or agreement, oral or written, with respect to such matters. This Agreement may not be amended or modified except by a writing executed by duly authorized representatives of both parties.

#### **9. Severability.**

If any provision of this Agreement shall be deemed invalid or unenforceable, that provision shall be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement; and in any event, the remaining provisions of this Agreement shall remain in full force and effect.

#### **10. Waiver.**

Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the Parties of a breach or covenant of this Agreement shall not be construed to be a

waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

**11. Notices.**

Notice to either Party must be made in writing, and may be made by depositing such writing in first class mail with proper postage paid or by making personal service at the following addresses:

Andrew Schneider 7607 Blake Road Greenleaf, WI 54126	<hr/> <div>Contractor Name</div> <hr/> <div>Contractor Address</div> <hr/>
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**12. Affirmation of Understanding of Agreement.**

Schneider and Contractor hereby affirm that they fully understand this Agreement and have asked all the questions that they want to ask.

In witness whereof, the parties hereto, intending to be legally bound hereby, sign below on this date \_\_\_\_\_.

Andrew Schneider

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Contractor Initials: \_\_\_\_\_