

DIRECTOR AGREEMENT

EMPLOYNOPOLY:

Company: _____

Project Name/Job #: _____

DIRECTOR:

Name: _____

Position: _____

Email: _____

Phone: _____

SS#: _____

TERMS OF AGREEMENT

This Independent CONTRACTOR Agreement (“**AGREEMENT**”) is entered into as of **Month / Day / Year**, for _____ (“**PROJECT ASSIGNMENT**”) by and between _____, BOONOONOONOZ / WILLIAM CRUZ LLC /**EMPLOYNOPOLY** (“**COMPANY**”), and, _____ (“**DIRECTOR**”). **DIRECTOR** and Company may also hereinafter be referred to as “Party” or the “Parties”, as applicable.

WHEREAS, Company is engaged in the business of video production; and

WHEREAS, **DIRECTOR** is engaged in an independent business related to services to be performed for Company; and

WHEREAS, the parties desire to enter into a service relationship to be governed by the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **DIRECTOR POSITION:** The services to be performed by **DIRECTOR** hereunder shall be all those customarily performed by _____ in the Employment Location industry. **DIRECTOR** shall devote **DIRECTOR**'s best talents, efforts, and abilities in connection with preparation of the Project, and shall otherwise render services hereunder in a first-class, conscientious manner, in conformity with **EMPLOYNOPOLY**'s instructions and requirements.

2. **WORK FOR HIRE:** **DIRECTOR** is not eligible for any insurance or benefits provided by **EMPLOYNOPOLY** to its employees except Workers Compensation, as required by law. **DIRECTOR** must provide a W-9 form with invoice to receive payment of job. All payments for services will be paid directly to **DIRECTOR** within 30-60 days of the project wrap. If **DIRECTOR** has an entity they work under, it is preferred to pay **DIRECTOR** via company.

3. **TAXES AND BENEFITS:** DIRECTOR is hired as an independent DIRECTOR. The DIRECTOR shall receive a 1099 form at year-end for wages paid. No taxes will be withheld from wages, and no social security taxes paid. DIRECTOR shall be responsible to pay all taxes as required by law. Company is not responsible to withhold, and shall not withhold, taxes of any kind from any payments due to DIRECTOR, unless Company, in its reasonable discretion, determines that taxes are required to be withheld by any local, state or federal law, rule or regulation. Neither DIRECTOR (nor DIRECTOR's employees, if any) shall be entitled to receive any benefits from Company, including but not limited to: worker's compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing or Social Security.
4. **DEFAULT / FORCE MAJEURE:** If Project Employee shall commit a felony or fail, refuse, neglect, or threaten to refuse to render services or to fulfill Project Employee's obligations hereunder for any reason whatsoever, including without limitation, default or death of Project Employee, EMPLOYNOPOLY shall have the right to suspend this Agreement while such event continues and/or to terminate this Agreement. If production of the Production is hampered, interrupted, or prevented due to inclement weather, an act of God, war, riot, civil commotion, fire, casualty, strike, labor dispute, act of any federal, state, or local authority, death, disability, or default of any member of the cast or any principal member of the crew, or for any other reason beyond EMPLOYNOPOLY's reasonable control (including, without limitation, cancellation of the Production by the Network), EMPLOYNOPOLY shall have the right to suspend this Agreement while such event continues and/or to terminate this Agreement. EMPLOYNOPOLY's election to suspend this Agreement shall not affect the EMPLOYNOPOLY's right thereafter to terminate this Agreement. If EMPLOYNOPOLY suspends this Agreement, Project Employee's services and the accrual of compensation hereunder shall likewise be suspended. Use of alcohol or drugs during hours of employment is grounds for immediate termination of this Agreement.
5. **EQUAL EMPLOYMENT OPPORTUNITY:** In order to ensure equal employment opportunity for every employee, all decisions relating to the employment and personnel will be made without regard to race, religion, sex, sexual orientation, gender identity, age, national origin, citizenship status, veteran status, disability or any other protected category pursuant to applicable federal, state and local law (collectively, "Personal Attributes"). EMPLOYNOPOLY is firmly committed to a policy and practice of non-discrimination in all areas of employment, and will comply with all applicable federal, state and local statutes pertaining to employment. Harassment, which includes harassment on the basis of Personal Attributes, against employees in any form will not be tolerated and shall be cause for immediate dismissal
6. **CONFIDENTIALITY:** DIRECTOR agrees to maintain the confidentiality of any information, trade secret, confidence or secret of Company that is considered proprietary that may come into DIRECTOR's possession as a consequence of this Agreement. *DIRECTOR will not disclose any information or make available any reports, recommendations, and/or work product which DIRECTOR produces pursuant to this Agreement in any manner whatsoever except to Company.* DIRECTOR acknowledges that he is not allowed to publicize or otherwise make public his involvement in the project without written consent from company. This includes social media posts, stories, voice notes, text messages and any other public facing domain. In the event DIRECTOR is unsure of the proprietary nature of any Company information in his possession, DIRECTOR will refrain from disclosing the same unless given written permission by Company.

Definition. "Confidential Information" means the proprietary information and trade secrets of Company, its officers, employees and affiliated companies, and its Clients as described below:

- A. Included in "Confidential Information" are Company's marketing plans and strategies,

Company's pricing and client lists, Company client contact numbers, Company marketing reports, Company's plans for new product development, Company's technical designs, Company's data dictionaries, Company's investing, information relating to Company's financial status, and any other information that Company marks confidential or by separate memorandum or e-mail informs DIRECTOR is confidential

- B. Also included in "Confidential Information" is any information of Company's Officers, Employees, Agents, Representatives, Parents, Affiliates, and Clients that DIRECTOR may have access to in performing his duties for Company.
- C. Excluded from "Confidential Information" is information that: (a) DIRECTOR can prove was in its possession before DIRECTOR received it from the Company; (b) is in the public domain through no fault of DIRECTOR; or (c) DIRECTOR learned from a third party not related to Company. Information licensed by Company to customers under a confidentiality restriction is not considered to be in the public domain.

7. **NONDISCLOSURE:** DIRECTOR agrees that DIRECTOR will not disclose Confidential Information to any third party not employed by Company unless Company authorizes DIRECTOR to do so in writing. DIRECTOR further agrees that DIRECTOR will not use Confidential Information for any purpose except to perform DIRECTOR's duties for Company. These restrictions will continue to apply after termination of this Agreement for any reason.
8. **WORKS MADE FOR HIRE:** DIRECTOR understands that any work that DIRECTOR creates or helps create at the request of Company, including software, user manuals, training materials, sales materials, and other written and visual works, are works made for hire in which Company owns the copyright. DIRECTOR may not reproduce or publish these copyrighted works, except in the pursuit of work for Company. If any work product, patents, inventions, or copyrightable material results from the performance of the services hereunder, DIRECTOR agrees that such work product, patents, inventions, and copyrightable material resulting there from will be owned by Company. DIRECTOR agrees to execute any other documents necessary to effectuate the transfer of said works to Company.
9. **TERMINATION OF AGREEMENT:** This Agreement shall be effective from the date first listed above for a period of one year, unless sooner terminated by either party in accordance with the terms and conditions of this Agreement ("Term"). This Agreement is terminable by either party at any time, with or without cause, effective upon notice to the other party. If Company exercises its right to terminate the Agreement, any obligation it may otherwise have under this Agreement shall cease immediately, except that Company shall be obligated to compensate DIRECTOR for work performed up to the time of termination. If DIRECTOR exercises its right to terminate the Agreement, any obligation it may otherwise have under this Agreement shall cease immediately. Additionally, this Agreement shall automatically terminate upon DIRECTOR's death. In such event, Company shall be obligated to pay DIRECTOR's estate or beneficiaries only the accrued but unpaid compensation due as of the date of death.