

EPIPHANY PROPERTIES, LLC

INDEPENDENT CONTRACTOR AGREEMENT

Effective Date The effective date of this Independent Contractor Agreement (“Agreement”) is last date shown on the signature page of this Agreement.

Company The term “Company” means EPIPHANY PROPERTIES, LLC

Contractor The term “Contractor” means

Name:

Phone Number:

Email:

Parties When the terms EPIPHANY PROPERTIES, LLC and Contractor as defined above are used to refer to them collectively they are called “Parties”, and “Party” if used singularly. The terms EPIPHANY PROPERTIES, LLC and Contractor includes as appropriate, their respective spouses, relatives members, managers, managing members, settlers, trustees, beneficiaries, employees, agents, officers, directors, shareholders, owners, representatives, parent companies, subsidiaries, partners, affiliates, successors, assigns, predecessors, executors, administrators, estates, legal representatives, heirs, legatees, beneficiaries, insurers, subrogees, all attorneys associated with any Party, and insurers of the matters released.

AGREEMENT

This Independent Contractor Agreement “Agreement” is entered into by and between the defined Company and Contractor and the consideration for this Agreement includes the releases, agreements, promises, transfers, assignments warranties, covenants indemnifications and representations set out and specified herein, and the following benefits and obligations, the receipt and sufficiency of which consideration is hereby acknowledged.

1. **Services** Subject to the terms and conditions of this Agreement, the Company hereby engages the Contractor as an independent contractor to perform the services set forth in Exhibit A, and the Contractor hereby accepts such engagement.
2. **Duties Term and Compensation** The Contractor’s duties and compensation are set forth in Exhibit A, which may be amended in writing from time to time, or supplemented with subsequent defined services to be rendered by the Contractor and agreed to by the Company, and which will be incorporated by reference.
3. **Expenses** Company shall not incur or reimburse Contractor for any expenses. Contractor shall be responsible for all expenses incurred while performing services under this Agreement.

This includes but is not limited to: automobile, truck, and other travel expenses; vehicle maintenance and repair costs; vehicle or other license fees and permits; rental expenses, insurance premiums; road, fuel, and other taxes; fines; radio, pager, or cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel the Contractor hires to perform or complete the work under this Agreement., including travel, except as preapproved by Company in writing.

4. **Independent Contractor Status** Contractor is an independent contractor, and neither Contractor nor Contractor's employees, subcontractors, contract personnel shall be deemed, Company's employees. Contractor agrees and represents, and Company agrees, as follows:
- A. This Agreement does not create a partnership or joint venture with Contractor and Company unless otherwise agreed in writing and signed by Company, Contractor will never be anything other than an independent Contractor.
 - B. Contractor acknowledges and agrees that (1) neither Contractor nor Contractor's employees, subcontractors, or contract personnel has the right or authority to represent Company (2) that they cannot enter into contracts on behalf of Company (3) they are not the Company's agent, partner, or representative in any capacity and they will not and do not have any authority to make any representations for or on behalf of Company (4) they cannot bind, promise or commit Company to any agreements or obligations or make any promises or representations for the Company (5) that they have no authority to, and agree that they will not in any way attempt to represent, speak for, act for, communicate for, give instruction for or advise on behalf of the Company and that any representation made by Contractor is solely that of the Contractor and should not be relied upon by any third party regarding the Company.
 - C. Contractor has the sole right to select the routes taken, starting and quitting times, days of work, and the order in which the work is performed.
 - D. Contractor shall provide the sole and exclusive control and supervision over the personnel performing the Services and shall direct the details, means, manner, and methods by which the Services required by this Agreement will be performed.
 - E. Contractor has the sole right and duty to hire assistants, subcontractors and to provide its own employees for the services required by this Agreement.
 - F. Neither Contractor nor Contractor's employees or contract personnel shall be required to wear any uniforms or logos provided by Company or wear any clothing required or requested by Company.
 - G. The Contractor shall provide and use its own tools vehicles and equipment and shall be solely responsible for their loss and damage and for all consequences of their use, misuse, injuries and any accidents that may occur involving the Contractor's tools, vehicles and equipment. In the event that tools, vehicles or equipment need

to be rented they shall be rented by Contractor at Contractor's sole and unreimbursed expense.

- H. The services required by this Agreement shall be performed solely by Contractor, Contractor's employees, or contract personnel, and Company shall not hire, supervise, or pay any assistants to help Contractor.
 - I. Neither Contractor nor Contractor's employees or contract personnel shall be required by Company to devote full or part time to the performance of the Services required by this Agreement. Contractor shall exclusively set any schedules and hours when the Services may be performed.
 - J. Contractor has the sole right to determine the times, durations and locations of the Services to be performed, except if necessary, if the Services need to be performed at the Company's location for physical Services.
 - K. The Contractor is expressly free to perform services for other parties while performing services for the Company, which will not in any way violate the separate Non-competition Agreement separately signed by Contractor.
5. **Written Reports** The Company may request that progress reports and a final report be provided by Contractor as determined by the Company. A final report may be requested and if requested, shall be due at the conclusion of the project and shall be submitted to the Company in a confidential written report at such time. The report shall be in such form and setting forth such information and data as is reasonably requested by the Company.
6. **Personnel Business Licenses, Permits, and Certificates**
Contractor represents and warrants to Company that (a) its employees performing Services hereunder will have any license required to perform the Services (b) Contractor agrees that all its personnel shall be compensated, taxes withheld, and other benefits made available as required by applicable law and regulations and (c) Contractor shall require all employees who perform Services and/or have performed Services hereunder to sign a copy of the Contractor's Confidentiality and Noncompetition Agreement in the form attached hereto as **Exhibit B** and will deliver a copy of said document and a copy of EIPHANY PROPERTIES Statement of Non-Authority in form attached hereto as **Exhibit C** at the time of executing this Agreement and shall deliver copies of all of such forms to Company at the same time of assigning any new employee to perform Services hereunder and (d) Contractor represents and warrants that Contractor and Contractor's employees and contract personnel will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.
7. **State and Federal Taxes**
Contractor will:
- withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf

- make state and federal unemployment compensation contributions on Contractor's behalf, and;
- withhold state or federal income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing Services under this Agreement including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide Company with proof that such payments have been paid and delivered.

8. **Fringe Benefits**

Contractor understands and agrees that neither Contractor, Contractor's subcontractors, nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, sick days or other fringe benefit plan of Company.

9. **Unemployment Compensation**

Company shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

10. **Workers' Compensation and Insurance**

Company shall not obtain workers' compensation insurance on behalf of Contractor and Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with workers' compensation insurance to the extent required by law and provide Company with a certificate of workers' compensation insurance before the employees begin the work. Contractor warrants and agrees to maintain vehicle insurance for all vehicles used in performing Services with coverage of at least \$250,000.00, general liability and malpractice insurance relative to any Service that Contractor performs for Company.

11. **Confidential Information**. Company is in the distressed housing industry. The Contractor acknowledges that during the engagement it will be necessary for Contractor to receive specialized training specific to Company's business and will have access to and become acquainted with various trade secrets, confidential information, and perhaps inventions, innovations, processes, information, records and specifications owned or licensed by the Company and/or used by the Company in connection with the operation of its business including, without limitation, the Company's business and product processes, methods, customer lists, accounts and procedures and will develop, compile and have certain proprietary information, including information, techniques, procedures and methods for performing its business, trade secrets, and confidential information which have great value in its business (collectively, "**Confidential Information**"). Company will be disclosing Confidential Information to Contractor during Contractor's performance of the Services. Confidential Information includes not only information disclosed by Company, but also information developed or learned by Contractor during Contractor's performance of the Services. Confidential Information is to be broadly defined and includes all information which has or could have commercial value, and the unauthorized disclosure of which will be detrimental to the interests of Company, whether or not such information is identified by Company. The protection of the Confidential Information is necessary to preserve the good will, competitive

advantage and financial future of the Company and other business in which Company is engaged or contemplates engaging. By way of example and without limitation, Confidential Information includes specialized training how to acquire information concerning how to locate pre-foreclosure properties, properties in bankruptcy, properties with tax or mortgage delinquencies, financially and physically distressed properties. then the “know-how” to avoid foreclosures or loss of these properties, how to acquire distressed properties if there has been a foreclosure or loss, what laws apply and how to deal with applicable laws, doing short sales, doing loan modifications, dealing with properties in foreclosures, loan modifications, loan restructuring, purchasing financially and physically distressed properties, doing refinancing and other technique to acquire these types of properties, financing and other resources, refurbishing these properties, how to sell these properties and how to deal with owners and lenders of such properties. Other examples include discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research techniques, customer and supplier lists, marketing, sales or other financial or business information, scripts, and all derivatives, improvements and enhancements to any of the above. Confidential Information also includes third-party information which is in Company's possession under an obligation of confidential treatment.

12. **Inventions.** Confidential Information also includes any and all inventions, discoveries, developments and innovations conceived by the Contractor during this engagement relative to the duties under this Agreement shall be the exclusive property of the Company; and the Contractor hereby assigns all right, title, and interest in the same to the Company. Any and all inventions, discoveries, developments, improvements to Company's confidential information, trade secrets and innovations conceived by the Contractor prior to the term of this Agreement and utilized by Contractor in rendering duties to the Company are hereby licensed to the Company for use in its operations and for an infinite duration. This license is non-exclusive, and may be assigned without the Contractor's prior written approval by the Company to a wholly-owned subsidiary of the Company.
13. **Protection of Company Information.** In addition to the covenants set out in Exhibits B and C, which Contractor hereby accepts and agrees that at all times during or subsequent to the performance of the Services, Contractor will keep confidential and not divulge, communicate, or use Company' Confidential Information, except as necessary for Contractor's own use to perform the Services for the Company and only to the extent necessary to perform the Services, and will secure the Confidential Information when not in use and will not allow Confidential Information to remain lying around or be seen by persons who have not signed this Agreement. Contractor will never use or disclose the Confidential Information whether or not for Contractor's own benefit whether by direct or indirect competition with Company, by sell, by association with any third party, consultation, contribution, investment by any means or method. Contractor further agrees not to copy or cause the transmission, removal or transport of Confidential Information in whole or in part physically, by electronic methods or by electronic files containing, Confidential Information from Company's principal place of business, without prior written approval of Company.
14. **Exceptions.** Contractor's obligations with respect to any portion of the Confidential Information as set forth above shall not apply when Contractor can document that (i) it was in the public domain at the time it was communicated to Contractor by Company; (ii) it entered

the public domain subsequent to the time it was communicated to Contractor by Company lawfully and through no fault of Contractor; (iii) it was in Contractor's possession free of any obligation of confidence at the time it was communicated to Contractor by Company; or (iv) it was rightfully communicated to Contractor free of any obligation of confidence subsequent to the time it was communicated to Contractor by Company.

15. **Company Property**. All materials, including without limitation: documents, forms, drawings, drafts, notes, designs, computer media, electronic files and lists, including all additions to, deletions from, alterations of, and revisions in the foregoing (together the “**Materials**”), which are furnished to Contractor by Company or which are developed in the process of performing the Services, or embody or relate to the Services, the Confidential Information or the Innovations (as defined below), are the property of Company, and shall be returned by Contractor to Company promptly at Company's request together with any copies thereof, and in any event promptly upon expiration or termination of this Agreement for any reason. Contractor is granted no rights in or to such Materials, the Confidential Information or the Innovations, except as necessary to fulfill its obligations under this Agreement. Contractor shall not use or disclose the Materials, Confidential Information or Innovations to any third party.
16. **Assignment** Contractor hereby assigns and agrees to assign to Company, without royalty or any other consideration except as expressly set forth herein, all worldwide right, title and interest Contractor may have or acquire in and to (i) all Materials; (ii) all Innovations (iii) all worldwide patents, patent applications, copyrights, mask work rights, trade secrets rights and other intellectual property rights in any Innovations; and (iv) any and all “moral rights” or right of “droit moral” (collectively “**Moral Rights**”), that Contractor may have in or with respect to any Innovations. To the extent any Moral Rights are not assignable, Contractor waives, disclaims and agrees that Contractor will not enforce such Moral Rights. Contractor agrees that such assignment shall extend to all languages and including the right to make translations of the Materials and Innovations. Additionally, Contractor agrees, at no charge to Company, but at Company's sole expense, to sign and deliver to Company (either during or subsequent to Contractor's performance of the Services) such documents as Company considers desirable to evidence the assignment of all rights of Contractor, if any, described above to Company and Company's ownership of such rights and to do any lawful act and to sign and deliver to Company any document necessary to apply for, register, prosecute or enforce any patent, copyright or other right or protection relating to any Innovations in any country of the world.
17. **Conflicts of Interest; Non-hire Provision** The Contractor represents that Contractor is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, the Contractor, in rendering Contractor's duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which Contractor does not have a proprietary interest
18. **Merger** This Agreement shall not be terminated by the merger, consolidation acquisition or sale of the Company to, into or with any other entity.

19. **Termination** The Company may terminate this Agreement at any time by 10 working days' written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, ceases to perform its agreed services, commits any act of indecency, causes embarrassment, acts unethically or immorally, fails or refuses to comply with the rules and written policies or reasonable directive of the Company, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the Company at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.
20. **Survival** The terms of this Agreement survive the execution, expiration and the termination of this Agreement for any reason.
21. **Governing Law and Attorney's Fees** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its choice of law principles. The parties consent to exclusive jurisdiction and venue in the state courts sitting in Montgomery, Texas and in the federal court in Houston, Texas. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and other expenses.
22. **Binding Effect** This Agreement shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and permitted assigns of the parties hereto. Contractor shall have no right to (a) assign this Agreement, by operation of law or otherwise; or (b) subcontract or otherwise delegate the performance of the Services without Company's prior written consent which may be withheld as Company determines in its sole discretion. Any such purported assignment shall be void.
23. **Severability** If any provision of this Agreement shall be found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably effect the intent of the parties and the provisions that are unenforceable shall be reformed by the court to be enforceable as closely as lawful to fulfill the intentions of parties as set herein.
24. **Entire Agreement** This Agreement, including the Exhibits, constitutes the entire understanding and agreement of the parties and supersedes all prior and contemporaneous agreements, understandings, representations, inducements or conditions, express or implied, written or oral, between the parties and they are terminated, canceled in their entirety and of no force or effect.
25. **Injunctive Relief** Contractor acknowledges and agrees that in the event of a breach or threatened breach of this Agreement by Contractor, Company will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement with no bond or at a maximum bond of \$100.00. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the Company may have for damages or otherwise. The various rights and remedies of the Company under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.

26. **Contractor's Remedy** Contractor's remedy, if any, for any breach of this Agreement shall be solely in monetary damages in the amount of the fees or commission earned in the breaching transaction or one thousand five hundred dollars including attorney's fees, whichever is less and Contractor shall look solely to Company for recover of such damages, not against any individual, customer or associate of Company. Any claim that may be asserted by Contractor must be filed within two years of the alleged infraction. Contractor waives and relinquishes any right Contractor may otherwise have to obtain injunctive or equitable relief against any third party with respect to any dispute arising under this Agreement.
27. **Amendment and Waivers** Any term or provision of this Agreement may be amended, as provided herein and the observance of any term of this Agreement may be waived, only by a writing signed by the party to be bound. The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or any succeeding breach or default. The failure of any party to delay or not enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.
28. **Time** Contactor agrees that time is of the essence in this Agreement.
29. **Notices** Any notice, demand, or request with respect to this Agreement shall be in writing and shall be effective only if it is delivered by professional courier with receipt of delivery, or mailed, certified mail, return receipt requested, postage prepaid, to the address set forth below. Such communications shall be effective three days after mailing or the day after it is given to the professional courier. Any party may change its address for such communications by giving notice to the other party in conformity with this section.
30. **Insurance** The Contractor will carry liability insurance (including malpractice insurance, if warranted) relative to any service that Contractor performs for the Company.
31. **Successors and Assigns** All of the provisions of this Agreement shall be binding upon and inure to the benefit and responsibilities of the parties hereto and to their respective heirs, if any, successors, and assigns.
32. **Arbitration** Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in the city of Company's headquarters in accordance with the rules of the American Arbitration Association with only one arbitrator, and the judgment upon award may be entered in any court having jurisdiction thereof.
33. **Headings** Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
34. **Assignment** The Contractor shall not assign any of Contractor's rights under this Agreement, or delegate the performance of any of Contractor's duties hereunder, without the prior written consent of the Company.
35. **Modification or Amendment** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

36. **Multiple Originals** The parties hereto agree that electronic and facsimile signatures may be used and shall be as effective as if originals and that parties signatures on separate pages constitutes multiple competent originals.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year written below.

EPIPHANY PROPERTIES, LLC:

Independent Contractor: _____
Contractor's Name (Your Name)

By: _____
Kevin Pawlowski, Managing Member
222 Wedgewood Drive
Montgomery, TX 77356

Sign: _____

Printed Name: _____

Address: _____

Date: _____

EXHIBIT A

DUTIES AND COMPENSATION

DUTIES:

A. Company Given Leads. The Company will supply leads and training on how to locate owners of distressed properties. The Contractor is responsible for contacting potential property sellers, arranging meetings and to physically drive to each lead and discuss their situation to determine if they may be interested in Company services.

B. Contractor Generated Leads The Contractor is also responsible to locate and inform Company of owners of pre-foreclosure distressed property situations such as flooded property, properties with tax problems, property owners with HOA assessment problems and other types of distressed property as well as property owners who are not interested in owning their property such owners by inheritance or gift.

C. Covenant Not Represent Company Contractor has read and signed the foregoing Independent Contactor Agreement and Exhibit C, the EPIPHANY PROPERTIES Statement of Non-Authority and reaffirms that it will comply with these documents and **covenants that Contractor will never give a homeowner advice or counseling regarding Bankruptcy, nor any legal, financial or tax advice and will always tell every home owner they deal with, that they do not represent Company and are not speaking for Company.**

COMPENSATION: Each lead developed into a purchase agreement by the Company must be registered by Contractor and accepted by Company in writing before closing.

Everyone starts out as a door-knocking appointment setter. For every appointment that let's the rep in the door, you get paid \$50 and we pay on the 1st and 15th through Zelle, PayPal, CashApp, or Venmo

As full compensation for all services rendered for a registered lead pursuant to this Agreement, the Company shall pay the Contractor compensation equal to three (3%) percent of the gross sales price the Company pays for properties acquired under A or B above or three thousand (\$3,000.00) dollars, whichever is more "Compensation".

When working as a team, each contractor will receive two percent 2% or \$2000 of the gross sales price the Company pays for properties acquired under A or B above or three thousand (\$3,000.00) dollars, whichever is more "Compensation".

When a new rep is field training with a manager and they receive a deal the split is 3% to trainer and 1% to the new trainee.

Managers receive 1% of the contract for everyone on their team.

Any contract you acquire over \$1,000,000.00 (One Million Dollars), the compensation is 1% of that contract.

Compensation will be paid out of the closing funds when the Company's purchases a property and will only be delivered at closing and will not be due if the Company does not purchase the Property regardless of whether the seller is not able to sale the Property, backs out of the sale or the Company chooses not to purchase the Property. The Company's decision to not purchase the Property will be at Company's sole and uncontestable discretion and the decision not to

purchase will not be grounds for the Contractor's entitlement or right to claim Compensation. You must be actively working to receive any payments. Actively working means you are working at least 4 days/nights a week and sending in reports of your activity for those days.

EXHIBIT B

Contractor's Confidentiality and Noncompetition Agreement

The undersigned ("Individual") is an Independent Contractor with _____ ("Contractor"). Contractor has been engaged by EPIPHANY PROPERTIES, LLC ("Company") to perform Services and be compensated as described in the Independent Contractor Agreement signed by Contractor on _____ ("Agreement").

NOW THEREFORE, in consideration of the mutual covenants and benefits contained herein the parties agree as follows:

Noncompetition The undersigned acknowledges that during the engagement it will be necessary for the undersigned to receive specialized training specific to Company's business and will have access to and become acquainted with various trade secrets, confidential information, procedures and techniques required for Company to be able to conduct its business in the distress property industry which are more fully set out in the Agreement ("Confidential Information"). Confidential Information includes not only information disclosed by Company, but also information developed and will learned by Contractor during Contractor's performance of the Services. Confidential Information is to be broadly defined and includes all information which has or could have commercial value, and the unauthorized disclosure of which will be detrimental to the interests of Company, whether or not such information is identified by Company. The protection of the Confidential Information is necessary to preserve the good will, competitive advantage and financial future of the Company and other business in which Company is engaged or contemplates engaging. By way of example and without limitation, Confidential Information includes specialized training of research techniques, customer and supplier lists, how to acquire information concerning how to locate pre-foreclosure properties, properties that may go into bankruptcy, properties with tax or mortgage delinquencies, financially and physically distressed properties. Then, the "know-how" to avoid foreclosures or loss of these properties, how to acquire distressed properties if there has been a foreclosure or loss, what laws apply and how to deal with applicable laws, doing short sales, doing loan modifications, dealing with properties in foreclosure, loan modifications, loan restructuring, purchasing financially and physically distressed properties, doing refinancing and other technique to acquire these types of properties, financing, company affiliates and other resources, refurbishing and marketing and how to sell these properties and how to deal with owners and lenders of such properties.

Covenant Not To Compete. In consideration for the foregoing, the undersigned covenants that for a period of four (4) years from the date that the Independent Contractor or the undersigned last performs any service or provides any material to Company or for Company, whichever is later, ("Restricted Period"), the undersigned shall not, without the prior written consent of Company, directly, indirectly or by any means or method, as a service provider, affiliate, associate, consultant, principal, partner, director, broker, member, owner, employee, officer, manager, stockholder or personally or through any association, corporation, partnership, company, sole proprietorship, other entity or in any other capacity compete with Company, whether for the undersigned personally, a competitor of Company, or for another own, manage, operate, finance, control or participate in the ownership, management, operation, financing or control of, be employed by, associated with or in any manner connected with, or render services or advice or

other aid to, or guarantee any obligation of, any person engaged in or planning to become engaged in the distressed properties industry or any other business whose products or activities compete in whole or in part with the business of the Company anywhere within Harris County, Montgomery County or Ft. Bend County, Texas, except the undersigned may own up to five percent (5%) of the outstanding securities of a publicly traded corporation that may compete with Company .

Non-Solicitation of Employees and Clients. During the Restricted Period, the undersigned covenants that it will not, without the prior written consent of Company, directly or indirectly, either individually or on behalf of or through any other person, business, enterprise, or entity, except as may be directed by Company:

(i) solicit for hire or engagement or induce, or in any manner or means attempt to solicit or induce, any person, independent contractor, supplier, or entity who is employed by, an agent of, or a service provider to, Company to terminate their employment, relationship, agency or services with or to Company, or

(ii) solicit or induce, or in any manner or by any means attempt to solicit or induce, divert, or attempt to divert, any customer, client, person, or entity to do business with the undersigned or another or from doing business with Company, or attempt to induce any such person, concern or entity to cease being a customer, service provider or supplier of the Company.

Nondisclosure. The undersigned recognize that they have received and in the future will receive Confidential Information and proprietary information from Company and from third parties related to Company's business and the undersigned's services. The undersigned covenants not to disclose such information directly, indirectly or by any method or means to any person or entity or to use such information for itself except as directed by Company and as necessary to perform the services requested by Company. The undersigned agrees to maintain the confidentiality of such information, to hold it in the strictest confidence and to use it only for the described limited purposes.

Reasonableness. The undersigned recognizes and acknowledges that the restrictions and limitations set forth in this Agreement are reasonable and valid in geographical and temporal scope and in all other respects, and do not impose any greater restraint than is reasonably necessary to protect Company's Trade Secrets, Confidential Information and Goodwill and other business interests. The undersigned further acknowledges that the covenants, restrictions and limitations set forth in this Agreement will not materially interfere with my ability to earn a living following the termination of their services to Company and that their ability to earn a livelihood without violating such restrictions is a material condition to their contracted services with Company. The undersigned agrees that if, at some later date, a court of competent jurisdiction determines that these agreements are unenforceable, these agreements shall be reformed by the court, pursuant to Tex. Bus. & Com. Code Ann §15.51(c), and enforced to the maximum extent permitted under Texas law.

Injunctive Relief. The undersigned expressly acknowledges that any breach or threatened breach of any of the terms or conditions set forth in this Agreement may result in substantial, continuing, and irreparable damage to the Company. Therefore, the undersigned hereby agrees

that, in addition to any other remedy that may be available to the Company, Company shall be entitled to injunctive relief, specific performance or other equitable relief by a court of appropriate jurisdiction in Montgomery County, Texas, in the event of any breach or threatened breach of the terms of this Agreement without the necessity of proving irreparable harm or injury as a result of such breach or threatened breach and without the necessity of posting of bond. Notwithstanding any other provisions to the contrary, the undersigned acknowledges and agrees that the Restricted Period shall be tolled during any period of violation of any of the covenants contained herein and during any other period required for litigation during which Company seeks to enforce such covenants against the undersigned if it is ultimately determined that the undersigned was in breach of such covenants.

Severability; Assignability. If any term or provision of this agreement or its application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of the agreement shall not be affected thereby, and each term and provision of this contract shall be valid and enforceable to the fullest extent permitted by law. The covenants and agreements contained herein shall be assignable to, inure to the benefit of and may be enforced by the successors and assigns of the Company.

Agreement. I have read the Independent Contractor Agreement signed by Contractor and I agree to comply with its terms and conditions and agree to incorporate the Agreement herein by reference and to make fully part of this agreement as if fully recited herein and for all purposes.

INDIVIDUAL, the undersigned

Sign: _____

Print Name: _____

Title: Independent Contractor

Address: _____

Date: _____

Exhibit C

EIPHANY PROPERTIES Statement of Non-Authority

I am an independent contractor or an employee of an independent contractor of EIPHANY PROPERTIES, LLC through an Independent Contractor Agreement. I give EIPHANY PROPERTIES, LLC. the permission and authority to record this disclosure in the county records office, electronically and to give to anyone. The Independent Contractor Agreement states and I am advising to the world the following:

A. That agreement does not create a partnership or joint venture with EIPHANY PROPERTIES, LLC and that unless otherwise agreed in writing and signed by EIPHANY PROPERTIES, LLC, I and the Contractor will never be other than an independent contractor.

B. I acknowledge and advise the world that:

- (1) I have no right or authority to represent EIPHANY PROPERTIES, LLC.
- (2) I have no right or authority to enter into contracts on behalf of EIPHANY PROPERTIES, LLC.
- (3) Neither I nor my company are agents, partners, or representatives in any capacity of EIPHANY PROPERTIES, LLC.
- (4) Neither I nor my company have any authority to make any representations for or on behalf of EIPHANY PROPERTIES, LLC.
- (5) Neither I nor my company can bind, promise or commit EIPHANY PROPERTIES, LLC to any agreements or obligations or make any promises or representations for the EIPHANY PROPERTIES, LLC.
- (6) Neither I nor my company have any authority to attempt to represent, speak for, act for, communicate for, give instruction for or advice in behalf of the EIPHANY PROPERTIES, LLC.
- (7) Any representation that I may make is strictly for myself or my employer NOT FOR EIPHANY PROPERTIES, LLC.

THEREFORE YOU MAY NOT RELY UPON OR USE MY REPRESENTATIONS IN ANY CONNECTION WITH OR REGARDING EIPHANY PROPERTIES, LLC.

Sign: _____

Print Name: _____

Independent Contractor/Employer

Address: _____

Date: _____

STATE OF TEXAS)

COUNTY OF _____)

This instrument was acknowledged before me on _____, by
_____.

Notary Public, State of Texas