

WORKING AGREEMENT

Life Masteries Institute

In consideration of the contracting of _____
(hereinafter referred to as "E-VA" Executive Virtual Assistant) by **Life Masteries Institute**,
(hereinafter referred to as "LMI") which includes, but is not limited to, all projects, networks and
those involved in The Vision Project Network and the attendant benefits to the E-VA as a result
thereof, LMI and E-VA agree as follows:

NOTE: LMI refers, where appropriate, applies inventions, work product, and trade secrets,
clients and partnerships and agreements extend to all customers E-VA's are working with,
within the network.

1. **Definitions.** For the purposes of the Agreement, the following definitions shall apply:
 - (a) **"Inventions"** shall mean:
 - (1) All inventions, improvements, modifications, and enhancements, whether or not patentable, made by E-VA, on behalf of LMI during E-VA's contract with LMI, and
 - (b) **"Work Product"** shall mean all documentation, software, creative works, know-how, and information created, in whole or in part, by E-VA during E-VA's contract with LMI, whether or not copyrightable or otherwise protectable, excluding Inventions. During the term, and if done on behalf of LMI, of this agreement, E-VA may also create documentation and creative work for others.
 - (c) **"Trade Secrets"** shall mean all documentation, software, know-how, databases, networks, intellectual property, and information relating to the past, present or future work of LMI or any plans therefore, or relating to the past, present or future work of a third party or plans therefore that are disclosed to LMI, which LMI does not disclose to third parties without restrictions on use or further disclosure.
 - (d) **"Networks / Partnerships"** shall mean but not be limited to, clients, mastermind groups, partnerships and networks developed through resources invested by LMI and related networks.

2. **E-VA's Obligations Concerning Inventions and Work Product.**
 - (a) E-VA shall promptly disclose to LMI all Inventions and keep accurate records relating to the conception and reduction to practice of all Inventions. Such records shall be the sole and exclusive property of LMI, and E-VA shall surrender possession of such records to LMI upon any suspension or termination of the E-VA's contract with LMI.
 - (b) E-VA hereby assigns to LMI, without additional consideration to the E-VA, the entire right, title and interest in and to the Inventions and Work Product, created for LMI and in and to all proprietary rights therein or based thereon. The E-VA agrees that the Work Product shall be deemed to be a "work for hire." The E-VA shall execute all such assignments, oaths, declarations and other documents as may be prepared by LMI to the effect of the foregoing.

- (c) E-VA shall provide LMI with all information, documentation, and assistance that LMI may request to perfect, enforce, or defend proprietary rights in or based on Inventions, Work Product, or Trade Secrets. LMI, in its sole discretion, shall determine the extent of the proprietary rights, if any, to be protected in or based on the Inventions, or Work Product. All such information, documentation, and assistance shall be provided at no additional expense to LMI, except for the out-of-pocket expenses which the E-VA incurred at LMI's request.
- (d) All work for any client shall go through shall go through LMI unless otherwise agreed to in writing and signed off on by the LMI board. E-VA shall not take an employed position from an E-VA current or past client for a period of two years after the E-VA discontinues being an E-VA.

3. **E-VA's Obligations Concerning Trade Secrets.**

- (a) During the term of his/her contract with LMI and thereafter, the E-VA shall treat Trade Secrets on a confidential basis and not disclose them to others without the prior written permission of LMI, or use Trade Secrets for any purpose, other than for the performance of services for LMI.
- (b) E-VA acknowledges that Trade Secrets are the sole and exclusive property of LMI. The E-VA shall surrender possession of all Trade Secrets to LMI upon any suspension or termination of E-VA's contract with LMI. If after the suspension or termination of E-VA's contract, E-VA becomes aware of any Trade Secrets in his/her possession, E-VA shall immediately surrender possession thereof to LMI.

4. **Competitive Activities.**

- (a) During the term of E-VA's contract with LMI, E-VA:
 - (1) Shall immediately inform LMI of any service, directly or indirectly, for any person or entity competing, directly or indirectly, with LMI with respect to the subject work performed by E-VA outside of network.
 - (2) Shall immediately inform LMI of any ownership, directly or indirectly, any interest in any entity competing, directly or indirectly, with LMI;
 - (3) Shall immediately inform LMI of any possible conflict of interest, competing interest, directly or indirectly, with any products or services marketed or offered by LMI and associate network, and;
 - (4) Engage in any activities which could be deemed to be a conflict of interest.
- (b) E-VA may have other outside clients with the following conditions:
 - (1) If those clients are obtained totally outside of LMI's networks and efforts.
 - (2) No resources and/or network connections are used to market, secure or support those clients.
 - (3) Does not provide a conflict of interest for E-VA, LMI, other E-VA's, and/or those in the network.
 - (4) No part of the IP - Intellectual Property, technology or systems may be used to acquire or service any said clients.

NOTE: If there are extenuating circumstances then a written request may be made to the LMI board for an exception.

- (c) During the period of two years after any suspension or termination of E-VA's contract by LMI, E-VA shall not contact, directly, or indirectly, any customer or their network, of LMI with whom LMI has actively marketed to and/or worked with during the last 24 months of EV's contract with E-VA hereunder.
5. **Proprietary Information of Others.** LMI understands that the E-VA may possess proprietary information of third parties and that the E-VA may have ongoing obligations to third parties with respect thereto. LMI expressly requires that E-VA shall honor such ongoing obligations to such third parties and that the E-VA shall not use, for the benefit of LMI, or disclose to LMI any such proprietary information.
 6. **E-VA's Performance Agreement.** Except for such restrictions as may be expressly set forth in any exhibit annexed hereto, if applicable, and made a part hereof, E-VA's warrants and represents that he/she has the ability to enter into the Agreement and perform all obligations hereunder, and that there are no restrictions or obligations to third parties which would in any way detract from or affect the E-VA's performance hereunder.
 7. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois.
 8. **Unenforceability.** If any provision of this Agreement is determined to be invalid and/or unenforceable by a final decision of a court of competent jurisdiction, it shall not affect the remainder of the Agreement which shall survive and remain in full force and effect.
 9. **Survival of Certain Provisions.** Any termination or expiration of this Agreement or suspension or termination of E-VA's contract by LMI notwithstanding, the provision of this Agreement which are intended to continue and survive shall so continue and survive, including, but not limited to, the provisions of Paragraphs 2, 3, 4.b, 6, 9, and 10. This Agreement and all rights hereunder shall inure to the benefit of LMI, its successors and assigns.
 10. **Cumulative Remedies.** All rights and remedies of LMI shall be cumulative and LMI shall have the right to obtain specific performance against the E-VA for the enforcement of this Agreement.

11. **Discontinue Working Relationship With LMI / Outside Relationships**

- (a) If E-VA discontinues to work with LMI, within the network, all resources shall be returned to LMI and no further contact will occur within the network **unless otherwise agreed in writing.**
- (1) Will work with LMI to determine a transfer strategy for all clients. All work for all clients will be handed over to another E-VA with appropriate time and consideration provided to the client.
 - (2) If E-VA has had business for more than a year and has built and worked an ActionVision plan and has a "book of business" they have personally developed, that E-VA is entitled to sell that book of business to another certified LMI E-VA. The specific sales agreement will be between those E-VA companies who are buying and selling the business.
 - (3) During the period of two years after any suspension or termination of E-VA's agreement by LMI, E-VA shall not contact, directly, or indirectly, any customer or their network, other E-VA's of LMI with whom LMI has actively marketed to and/or worked with during the last 24 months of E-VA's contract with E-VA hereunder, unless agreed upon in separation agreement or had prior relationship before starting as an E-VA.

I understand that even before I am contracted to perform work that I may be given "Inventions," "Work Product," and/or "Trade Secrets" of which I agree to hold in the strictest confidence and not release any information in any way to anyone. If I am not selected for a project, I agree to return all documentation, remove all information from my possession, and to continue to maintain the strictest confidence with all information I have been given.

The undersigned has read and understood the foregoing to be the complete and exclusive agreement between the parties and agrees to be bound thereby.

E-VA _____ **Date** _____

Parent / Guardian _____ **Date** _____

The foregoing was executed by the E-VA and accepted on behalf of LMI.

Authorized Agent _____ **Date** _____

LMI - Life Masteries Institute