



"Serving Humanity"

Earl "Skip" Cooper Foundation
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Major Contributor's Agreement

This Master Agreement states the terms and conditions that govern the contractual agreement between _____(herein known as the "Major Contributor"}, with the principal place of business at _____, and **Earl Skip Cooper Foundation (ESCF)** (herein also known as the "Client") dated _____. They do both agree to be bound by this Agreement.

WHEREAS the Major Contributor shall offer contributing services of: _____to ESCF according to the terms and conditions herein.

THEREFORE: The Parties shall agree to the following:

1. Terms

This Agreement shall begin on _____ for 1 year. Either Party may terminate this Agreement for any reason with a 30 day written notice to the other Party.

2. Intellectual Property Rights in Work Product

The Parties herein acknowledge and agree that ESCF will hold all intellectual property rights in any work product resulting from the Major Contributor's Services including, but not limited to, copyright and trademark rights. The Major Contributor agrees not to claim any such ownership in such work product's intellectual property at any time prior to or after the completion and delivery of such work product(s) to ESCF.

3. Confidentiality

Citing the ("Confidential Information Act") (ii), The Major Contributor shall not disclose to any third party any details regarding ESCF's business. Including, without limitation any information regarding any of ESCF's customer's information, business plans, price points. Or make copies of any confidential Information or any content based on the concepts contained within the "Confidential Information Act" for personal use or for distribution unless requested to do so in writing by ESCF, or use any other Confidential Information other than solely for the benefit of ESCF.

4. Non-Compete

During the term of this Agreement and for 3 years thereafter, the Major Contributor shall not engage directly or indirectly, as an employee, officer, manager, partner, consultant, or agent, in any other capacity, that may in competition with ESCF, or any of its subsidiaries, including any company engaged in (type of business) _____.



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5. Non-solicitation of Customers/Clients

During the term of this Agreement and for 3 years thereafter, the Major Contributor will not, directly, or indirectly, solicit or attempt to solicit any business from any of ESCF's clients, prospects, employees, or contractor

6. Non-solicitation of Employees

During the term of this Agreement and for 3 years thereafter, the Major Contributor will not, directly, or indirectly, recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any of ESCF's employees/staff, or contractors for work at another company.

IN WITNESS WHEREOF, the parties below, have agreed to the terms and conditions stated herein.

Print Name

Major Contributor _____

Title _____

Signature _____

Date _____

Earl Skip Cooper Foundation (ESCF)

Earl Skip Cooper, II
Chairman/CEO _____

Date _____