



## Non Solicitation Agreement

This NON-SOLICITATION Agreement (the "Agreement") is entered into between you ("You" or "Your") and BA Enterprises LLC ("Company" or "BA Enterprises") a New Mexico limited liability company doing business as iWorker (located at [www.iworker.co](http://www.iworker.co)) with an address of 223 N Guadalupe St., #458, Santa Fe, NM, 87501, USA. This Agreement comes into effect upon your agreeing to the Terms & Conditions contained herein ("Effective Date").

BA Enterprises connects Independent Contractors with individuals and around the world to perform work services as requested by its clients. As part of the initial discussion process with potential clients, BA Enterprise may share information, portfolios, or work samples from their Independent Contractors with such parties (You, in this case). In consideration of this, and in order to protect the integrity of the Company's brand, You represent and warrant that You agree to the following:

**1.) Term of Agreement.** This Agreement is effective on the Effective Date, and shall remain in effect for a period of one year.

**2.) Non-Solicitation.** During the term of this Agreement, and for a period of one year following the termination of this Agreement, You shall not hire, pay for any form of services, or endeavor to entice away from the Company any Independent Contractor of the Company.

**3.) Severable Provisions.** The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions to maximum extent enforceable with current law shall nevertheless be binding and enforceable.

**4.) Survival.** After termination of this Agreement, the terms which suggest or imply continuation will remain in full force and effect.

**5.) Prior Understandings.** This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement. The Agreement supersedes all prior understanding, agreements, or representations.

**6.) Waiver.** Any waiver of a default under this Agreement must be made in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be constructed as a waiver. A consent to or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act. The failure of You or Company to enforce the provisions of this Agreement will not be interpreted as a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.

**7.) Jurisdiction and Venue.** This Agreement is to be construed pursuant to the laws of the State of New Mexico, United States. You agree to personal jurisdiction and venue of any court of competent jurisdiction in Santa Fe County, New Mexico, without regard to conflict of laws provisions, for any claim arising out of this Agreement.