

## NOTICE OF NON-COMPETE COVENANT ADDENDUM

**THIS NOTICE IS BEING PROVIDED TO YOU TO CONFIRM THAT YOU ACKNOWLEDGE THAT THE INDEPENDENT CONTRACTOR AGREEMENT CONTAINS A COVENANT NOT TO COMPETE THAT COULD RESTRICT THE WORKER'S OPTIONS FOR SUBSEQUENT EMPLOYMENT FOLLOWING THEIR SEPARATION FROM COLDWELL BANKER MOUNTAIN PROPERTIES.**

Notwithstanding Independent Contractor's acknowledgement that the Independent Contractor Agreement contains a covenant not to compete, Independent Contractor affirms their understanding of the provisions and acknowledges receipt of a copy of this Notice of Non-Compete Covenant.

The specific paragraphs of the Independent Contractor Agreement that contain the covenants not to compete are contained in paragraphs 8.1, 8.1.1, 8.2 and 8.2.1 as duplicated below.

**Confidential Information and Confidentiality.** Independent Contractor recognizes and acknowledges that in the course of Independent Contractor's work for or engagement by Company, Independent Contractor will acquire, obtain or be exposed to Confidential Information (as hereafter defined) of Company. Independent Contractor recognizes and acknowledges that the Company has invested time, money and other resources collecting, building, organizing and maintaining Company's Confidential Information. Independent Contractor agrees to maintain Company's Confidential Information in confidence and not disclose such information to third parties. Independent Contractor further agrees that during the term of the Independent Contractor Agreement and at all times thereafter, Independent Contractor shall treat and maintain all Confidential Information in strict confidence and shall not publish, disseminate, divulge or otherwise disclose any Confidential Information to third parties.

**Confidential Information Defined.** As used herein, "Confidential Information" means information, materials, or other data disclosed or made available to Independent Contractor or known by Independent Contractor as a direct consequence of their work for the Company, including but not limited to any such information, materials, data or individual records of data relating to the plans, business affairs, finances, policies, methods of operation, and present and future products, processes or services of Company. Confidential Information does not include any such information, materials or data which is similarly organized and similarly searchable and which is in the public domain (other than being in the public domain as a result of any act, omission or fault of Independent Contractor).

**Reasonable Limited Restrictions.** Notwithstanding the foregoing, Independent Contractor acknowledges and agrees that the limited confidentiality restrictions set forth herein will not interfere with or unduly limit Independent Contractor's ability to perform substantially the same services for other suitable counterparties and/or on behalf of other employers, and to receive compensation for the performance of such services, following the termination of the Independent Contractor Agreement. Additionally, the parties agree that the limited confidentiality restrictions set forth herein are relevant to the employer's business and intended to be no more broad than reasonably necessary to protect the employer's legitimate interest in protecting confidentiality of the business.

The parties further agree that the limited confidentiality restrictions set forth herein expressly do NOT prohibit disclosure of information that arises from the Independent Contractor's general training, knowledge, skill, or experience, whether gained on the job or otherwise, information that is readily ascertainable to the public, or information that Independent Contractor otherwise has a right to disclose as legally protected conduct.

Independent Contractor hereby affirms and acknowledges their understanding of the provisions of this Notice of Non-Compete Covenant and agrees to be bound by the terms of the Independent Contractor Agreement and this Notice of Non-Compete Covenant Addendum. Independent Contractor further acknowledges receipt of a copy of this Notice of Non-Compete Covenant Addendum.

**INDEPENDENT CONTRACTOR:**

By: \_\_\_\_\_

CO License Number: \_\_\_\_\_

Dated: \_\_\_\_\_