

# INDEPENDENT CONTRACTOR NON-DISCLOSURE AGREEMENT (NDA)

This **Non-Disclosure Agreement** ("Agreement") is made and entered into as of [DATE], by and between **Lisscombe Solutions, LLC**, a Georgia corporation, with offices located at **3379 Peachtree Road, Suite 700, Atlanta, GA 30326** ("Company"), and [Contractor's Name], an independent contractor with an address at [Contractor's Address] ("Contractor").

## 1. Purpose

The purpose of this Agreement is to ensure that Contractor maintains the confidentiality of **proprietary information, trade secrets, client details, government contract-related information, and financial data** obtained while engaged with Lisscombe Solutions, LLC. This Agreement also explicitly prohibits **unethical business practices, misrepresentation of credentials, and collusion with third parties to undermine Lisscombe Solutions' interests**.

## 2. Confidential Information

For the purpose of this Agreement, "Confidential Information" includes, but is not limited to:

- **Government contract details, prime contractor relationships, and task order specifications**
- **Business strategies, pricing, financials, and proprietary processes of Lisscombe Solutions, LLC**
- **Client lists, contacts, and business operations**
- **Any documents, reports, and communication exchanged for project execution**
- **Subcontractor agreements, work breakdown structures, and billing details**
- **Proprietary techniques, software, or workflow processes developed during the course of contract execution**

## 3. Obligations of Contractor

Contractor agrees that:

- They will **not disclose, copy, or use Confidential Information** for any purpose other than performing services for Lisscombe Solutions, LLC.
- They will **not communicate directly with the Prime Contractor or Government Agency** regarding any project details without **written approval** from Lisscombe Solutions.
- They will **not solicit, accept, or pursue work directly from a client, government agency, or Prime Contractor introduced to them through Lisscombe Solutions, LLC** for a period of two (2) years after termination of this Agreement (**Non-Circumvention Clause**).
- They will **return or securely destroy** all Confidential Information upon contract completion.

- Any unauthorized disclosure of Confidential Information will result in immediate contract termination and legal action for damages.
- False claims, invoice padding, or any financial misrepresentation will result in legal action, including potential criminal liability.

## 4. Non-Circumvention & Non-Solicitation

To prevent unfair competition and protect the company's business relationships, Contractor agrees:

- **Non-Circumvention:** Contractor shall **not bypass, compete with, or work directly** with any **Prime Contractor, Government Agency, or subcontractor** introduced by Lisscombe Solutions, LLC for a period of **two (2) years** after contract completion.
- **Non-Solicitation:** Contractor shall **not attempt to hire, recruit, or solicit** employees, subcontractors, or consultants working with Lisscombe Solutions, LLC for a **period of one (1) year** after termination of this Agreement.
- Contractor acknowledges that any violation of this clause will result in liquidated damages equal to **200%** of the estimated contract value lost due to the breach, along with immediate termination.

## 5. Legal Remedies, Termination & Damages

Contractor acknowledges that:

- Breach of this NDA shall result in immediate termination of the Contractor's engagement, with no further obligation for Lisscombe Solutions, LLC to compensate the Contractor.
- Violations of the Non-Circumvention Clause shall result in liquidated damages equal to **200%** of the estimated contract value lost due to the violation. Lisscombe Solutions, LLC also reserves the right to take legal action against the Contractor in federal or state court if damages exceed this amount.
- Lisscombe Solutions, LLC reserves the right to seek injunctive relief, reimbursement for legal fees, and recovery of lost revenue resulting from a breach of this Agreement.
- Any fraudulent misrepresentation of qualifications, licenses, or compliance with federal contracting standards shall result in immediate termination and legal action, including potential claims of fraud, misrepresentation, and breach of contract.
- Any dispute shall be handled through binding arbitration in the State of Georgia under FAR 33.2 (Disputes and Appeals).

## 6. Term & Survival

- This NDA remains in effect during the Contractor's engagement and for **two (2) years** after contract completion.
- The **Confidentiality Clause** shall remain in effect **indefinitely**.
- Lisscombe Solutions, LLC may **terminate this Agreement immediately** if Contractor is found in violation of the terms.
- Any deliberate act of misconduct, such as unauthorized disclosures, kickback schemes, or failure to adhere

to compliance guidelines, will result in immediate contract termination and potential criminal liability.

## 7. Entire Agreement

This Agreement constitutes the entire understanding between the Parties concerning confidentiality obligations and supersedes any prior agreements.

## 8. Signatures

By signing below, the Parties acknowledge and agree to the terms of this Agreement.

### **Lisscombe Solutions, LLC**

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

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### **[Contractor Name]**

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

Title: Independent Contractor

Signature: \_\_\_\_\_

Date: \_\_\_\_\_