

# **INDEPENDENT CONTRACTOR NON-COMPETE & NON-SOLICITATION AGREEMENT**

This **Non-Compete & Non-Solicitation 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 prevent **unfair competition, solicitation of clients, and interference with business operations**. Contractor agrees to the following **restrictions to protect Lisscombe Solutions, LLC's business interests, relationships, and government contracts**.

## **2. Non-Compete Clause**

During the term of Contractor's engagement with **Lisscombe Solutions, LLC**, and for **two (2) years** after termination of their contract, Contractor **shall not**:

- Directly or indirectly engage in **the same or similar business** as Lisscombe Solutions, LLC in **any capacity** (employee, consultant, independent contractor, or business owner) where such work **competes for the same government contracts, clients, or business relationships**.
- Accept, solicit, or perform **any work for the Prime Contractor, Government Agency, or any client introduced by Lisscombe Solutions, LLC** without prior written consent.
- Use **Lisscombe Solutions, LLC's proprietary business strategies, pricing, contract details, or operational methods** for the benefit of another company or entity.

## **3. Non-Solicitation Clause**

For a period of **two (2) years** after termination of Contractor's agreement, Contractor **shall not**:

- **Solicit, recruit, hire, or attempt to hire** any current or former **employees, consultants, or subcontractors** of Lisscombe Solutions, LLC.
- **Directly or indirectly solicit clients, government agencies, or Prime Contractors** introduced by **Lisscombe Solutions, LLC** for the purpose of securing contracts or business opportunities.
- **Encourage, advise, or assist any entity or individual** in competing against Lisscombe Solutions, LLC or interfering with its business operations.

## **4. Confidentiality & Non-Disclosure**

Contractor acknowledges that violating this Agreement **could result in the unauthorized disclosure of proprietary information, trade secrets, and contract opportunities**. Contractor agrees to:

- Maintain strict **confidentiality** regarding Lisscombe Solutions, LLC’s business practices, pricing, contracts, and client relationships.
- **Return or destroy all confidential materials** upon termination of their engagement.
- **Immediately report** any attempt by third parties to obtain confidential business information.

## 5. Legal Remedies & Liquidated Damages

Contractor acknowledges that violations of this Agreement will cause **irreparable harm** to Lisscombe Solutions, LLC. In the event of a breach, Lisscombe Solutions, LLC shall be entitled to:

- **Liquidated damages equal to 200% of the estimated contract value lost due to the violation.**
- **Immediate termination of Contractor’s engagement**, with no further compensation.
- **Injunctive relief and court orders** preventing further competition or solicitation.
- **Reimbursement for attorney’s fees, court costs, and damages resulting from the violation.**

## 6. Governing Law & Dispute Resolution

- This Agreement shall be governed by the laws of the **State of Georgia**.
- Any disputes arising under this Agreement shall be resolved through **binding arbitration in Georgia** per **FAR 33.2 (Disputes and Appeals)**.

## 7. Duration & Survival

- The **Non-Compete and Non-Solicitation clauses** shall remain in effect **for two (2) years after termination** of Contractor’s engagement.
- The **Confidentiality Clause** shall remain in effect **indefinitely**.

## 8. Entire Agreement

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

## 9. Signatures

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

**Lisscombe Solutions, LLC**

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

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

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

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

**[Contractor Name]**

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

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

Title: Independent Contractor

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