

Non-Disparagement Employment Agreement

This Non-Disparagement Employment Agreement (this "Agreement") is made effective as of May 15, 2019, by and between International Children's Network ("ICN"), of 24544 129 Place SE, Kent, Washington, 98030 and _____ ("_____"), of _____, _____, _____, _____.

A. ICN is engaged in the business of helping orphaned and at-risk children become empowered through a complete education. _____ will primarily perform the job duties at the following location: 10830 SE Kent Kangley Rd #102, Kent, Washington.

B. ICN desires to have the services of _____.

C. _____ is willing to be employed by ICN.

Therefore, the parties agree as follows:

EMPLOYMENT. ICN shall employ _____ as a(n) _____. _____ shall provide to ICN the following services: oversee all office duties listed in Job Application. _____ accepts and agrees to such employment, and agrees to be subject to the general supervision, advice and direction of ICN and ICN's supervisory personnel. _____ shall also perform (i) such other duties as are customarily performed by an employee in a similar position, and (ii) such other and unrelated services and duties as may be assigned to _____ from time to time by ICN.

BEST EFFORTS OF EMPLOYEE. _____ agrees to perform faithfully, industriously, and to the best of _____'s ability, experience, and talents, all of the duties that may be required by the express and implicit terms of this Agreement, to the reasonable satisfaction of ICN. Such duties shall be provided at such place(s) as the needs, business, or opportunities of ICN may require from time to time.

RECOMMENDATIONS FOR IMPROVING OPERATIONS. _____ shall provide ICN with all information, suggestions, and recommendations regarding ICN's business, of which _____ has knowledge, that will be of benefit to ICN.

CONFIDENTIALITY. _____ recognizes that ICN has and will have information regarding the following:

- inventions
- products
- product design
- processes
- technical matters

- trade secrets
- copyrights
- customer lists
- prices
- business affairs
- future plans

- Anything relating to sponsor information of any kind. In addition, any information on ICN, Matsiko or its partners or the employees of ICN and those associated with ICN in any way, and other vital information items (collectively, "Information") which are valuable, special and unique assets of ICN. _____ agrees that _____ will not at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate any Information to any third party without the prior written consent of ICN. _____ will protect the Information and treat it as strictly confidential. A violation by _____ of this paragraph shall be a material violation of this Agreement and will justify legal and/or equitable relief.

UNAUTHORIZED DISCLOSURE OF INFORMATION. If it appears that _____ has disclosed (or has threatened to disclose) Information in violation of this Agreement, ICN shall be entitled to an injunction to restrain _____ from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. ICN shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

CONFIDENTIALITY AFTER TERMINATION OF EMPLOYMENT. The confidentiality provisions of this Agreement shall remain in full force and effect for a 10 year period after the termination of _____'s employment. During such 10 year period, neither party shall make or permit the making of any public announcement or statement of any kind that _____ was formerly employed by or connected with ICN.

NON-DISPARAGEMENT. During the employment with ICN, _____ agrees not to make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that defame, disparage or in any way criticize the personal or business reputation, practices, or conduct of ICN, its employees, directors, and officers. The Parties acknowledge and agree that this prohibition extends to statements, written or verbal, made to anyone, including but not limited to, the news media, investors, potential investors, any board of directors or advisory board or directors, industry analysts, competitors, strategic partners, vendors, employees (past and present), and clients.

The Parties understand and agree that this Paragraph is a material provision of this Agreement and that any breach of this Paragraph shall be a material breach of this Agreement, and that each Party would be irreparably harmed by violation of this provision.

INJUNCTIVE RELIEF. _____ understands that, in the event _____ breaches this Agreement, ICN may suffer irreparable harm and will, therefore, be entitled to injunctive relief without the posting of a bond or other guarantee, to

enforce this Agreement. This provision is not a waiver of any other rights which ICN may have under this Agreement, including the right to recover attorneys' fees and costs to cover the expenses it incurs in seeking to enforce this Agreement, as well as to any other remedies available to it, including money damages.

NON-COMPETE AGREEMENT. _____ agrees and covenants that during his or her employment by ICN and for a period of 5 years or otherwise officially agreed upon in writing with ICN and its Board of Directors following the termination of _____'s employment, whether such termination is voluntary or involuntary, _____ will not directly or indirectly engage in any business competitive with ICN.

Directly or indirectly engaging in any competitive business includes, but is not limited to: (i) engaging in a business as owner, partner, or agent, (ii) becoming an employee of any third party that is engaged in such business, (iii) becoming interested directly or indirectly in any such business, or (iv) soliciting any customer of ICN for the benefit of a third party that is engaged in such business. _____ agrees that this non-compete provision will not adversely affect _____'s livelihood.

EMPLOYEE'S INABILITY TO CONTRACT FOR EMPLOYER. _____ shall not have the right to make any contracts or commitments for or on behalf of ICN without first obtaining the express written consent of ICN.

TERM/TERMINATION. _____'s employment under this Agreement shall be for an unspecified term on an "at will" basis. This Agreement may be terminated by ICN upon two weeks unless an act of an illegal nature occurs with the Employee written notice, and by _____ upon two weeks written notice. If _____ is in violation of this Agreement, ICN may terminate employment without notice and with compensation to _____ only to the date of such termination. The compensation paid under this Agreement shall be _____'s exclusive remedy.

TERMINATION FOR DISABILITY. ICN shall have the option to terminate this Agreement, if _____ becomes permanently disabled and is no longer able to perform the essential functions of the position with reasonable accommodation. ICN shall exercise this option by giving 30 days written notice to _____.

COMPLIANCE WITH EMPLOYER'S RULES. _____ agrees to comply with all of the rules and regulations of ICN.

RETURN OF PROPERTY. Upon termination of this Agreement, _____ shall deliver to ICN all property which is ICN's property or related to ICN's business (including keys, records, notes, data, memoranda, models, and equipment) that is in _____'s possession or under _____'s control. Such obligation shall be governed by any separate confidentiality or proprietary rights agreement signed by _____.

NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be

deemed delivered when delivered in person or on the third day after being deposited in the United States mail, postage paid, addressed as follows:

Employer:

International Children's Network
24544 129 Place SE
Kent, Washington 98030

Employee:

_____, _____

Such addresses may be changed from time to time by either party by providing written notice in the manner set forth above.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

AMENDMENT. This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

SEVERABILITY. If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Washington.

SIGNATURES. This Agreement shall be signed on behalf of International Children's Network by Jennie Windham, its Director, and by _____.

EMPLOYER:

International Children's Network

By: _____

Jennie Windham

Director

Date: _____

AGREED TO AND ACCEPTED.

EMPLOYEE:

Date: _____