Comic Contracts

Designing for dignity and social value

Presented by

creative contracts

“Globally, 1 out of 10 people can’t read this sentence.”

www.projectliteracy.com

Schedule C

Employee Covenants
Confidentiality and Proprietary Information Agreement

In consideration of employment as an employee or engagement as an independent contractor with *Company* (the "**Company**"), the undersigned (the "**Participant**") agrees and covenants as follows:

1. Employment with the Company as an employee or engagement with the Company as an independent contractor, as the case may be (the "**Engagement**"), will give the Participant access to proprietary and confidential information belonging to the Company, its customers, its suppliers and others (the proprietary and confidential information is collectively referred to in this Agreement as "**Confidential Information**"). Confidential Information includes but is not limited to customer lists, marketing plans, proposals, contracts, technical and/or financial information, databases, software and know-how. All Confidential Information remains the confidential and proprietary information of the Company.

2. As referred to herein, the "**Business of the Company**" shall relate to the business of the Company as the same is determined by the Board of Directors of the Company from time to time.

3. The Participant may in the course of the Engagement conceive, develop or contribute to material or information related to the Business of the Company, including, without limitation, software, technical documentation, ideas, inventions (whether or not patentable), hardware, know-how, marketing plans, designs, techniques, documentation and records, regardless of the form or media, if any, on which such is stored (referred to in this Agreement as "**Proprietary Property**"). The Company shall exclusively own all Proprietary Property which the Participant conceives, develops or contributes to in the course of the Engagement and all intellectual and industrial property and other rights of any kind in or relating to the Proprietary Property, including but not limited to all copyright, patent, trade secret and trade-mark rights in or relating to the Proprietary Property. For greater certainty, the Participant hereby assigns to the Company any and all rights that the Participant may have or obtain in or to the Proprietary Property. Material or information conceived, developed or contributed to by the Participant outside work hours on the Company's premises or through the use of the Company's property and/or assets shall also be Proprietary Property and be governed by this Agreement if such material or information relates to the Business of the Company. The Participant shall keep full and accurate records accessible at all times to the Company relating to all Proprietary Property and shall promptly disclose and deliver to the Company all Proprietary Property.

4. The Participant shall, both during and after the Engagement, keep all Confidential Information and Proprietary Property confidential and shall not use any of it except for the purpose of carrying out authorized activities on behalf of the Company. The Participant may, however, use or disclose Confidential Information which:

(i) is or becomes public other than through a breach of this Agreement;

(ii) is known to the Participant prior to the date of this Agreement and with respect to which the Participant does not have any obligation of confidentiality; or

(iii) is required to be disclosed by law, whether under an order of a court or government tribunal or other legal process, provided that Participant informs the Company of such requirement in sufficient time to allow the Company to avoid such disclosure by the Participant.

The Participant shall return or destroy, as directed by the Company, Confidential Information and Proprietary Property to the Company upon request by the Company at any time. The Participant shall certify, by way of affidavit or statutory declaration, that all such Confidential Information and Proprietary Property has been returned or destroyed, as applicable.

The Participant covenants and agrees not to make any unauthorized use whatsoever of or to bring onto the Company's premises for the purpose of making any unauthorized use whatsoever of any trade secrets, confidential information or proprietary property of any third party, including without limitation any trade-marks or copyrighted materials, during the course of the Engagement. The Participant agrees and represents that the Engagement and the execution of this Agreement do not and will not breach any agreement to which the Participant is currently a party or which currently applies to the Participant.

At the reasonable request and at the sole expense of the Company, the Participant shall do all reasonable acts necessary and sign all reasonable documentation necessary in order to ensure the Company's ownership of the Proprietary Property and all intellectual and industrial property rights and other rights in the same, including but not limited to providing to the Company written assignments of all rights to the Company and any other documents required to enable the Company to document rights to and/or register patents, copyrights, trade-marks, industrial designs and such other protections as the Company considers advisable anywhere in the world.

The Participant hereby irrevocably and unconditionally waives all moral rights the Participant may now or in the future have in any Proprietary Property.

The Participant agrees that the Participant will, if requested from time to time by the Company, execute such further reasonable agreements as to confidentiality and proprietary rights as the Company's customers or suppliers reasonably required to protect Confidential Information or Proprietary Property.

VS

World's first Comic Contract

Comic Contracts

- Legally binding contracts - written in pictures:
  - Parties are represented as characters
  - Terms are captured in pictures
  - Parties sign the comic as the contract

HARVESTING

Picker's Contract

Kruger Berries Payroll No.: KM .....

Name: .....

A ComiContract by Jincom EHS (www.jincom.com)

Kruger Berries

Wild about berries

2×

00:03 -00:5

Agatha Le Fleur

I have more faith in the picture contract.

Dignity

"Whereas recognition of the inherent dignity and of the equal and inalienable rights of all members of the human family is the foundation of freedom, justice and peace in the world…"

United Nations Universal Declaration of Human Rights, 1948

Why is it important?

"Contracts are essential to the functioning of modern societies."

Oliver Hart and Bengt Holmström

Winners the Nobel Prize in Economic Sciences 2016 for their work on Contract Theory

Implemented by:

Thank you!

Robert de Rooy
robert@creative-contracts.com