



Confidentiality Agreement

The undersigned (“Individual”) _____ and Consultant (“Consultant”) have agreed to terms, including as to compensation, that are satisfactory to both, and for a period terminable at will by either party; and

NOW THEREFORE, in consideration of the mutual covenants and benefits contained herein (e.g., Individual being permitted to work, at least for some period, on the Company account), the parties agree as follows:

1. Confidential Information. Individual acknowledges that through the relationship described herein, Individual will obtain access to certain “Confidential Information” regarding the business affairs of Company or its affiliates, including without limitation information relating to discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research techniques, customer and supplier lists, marketing, sales or other financial or business information, scripts, any all derivatives, improvements and enhancements to any of the above, and other proprietary information of a similar nature. Confidential Information shall not include any information which (a) at the time of disclosure, is in the public domain through no fault of Individual; (b) Individual can show was in its possession at the time of disclosure or is independently derived or developed by Individual, and was not acquired, directly or indirectly, from Company; or (c) was received by Individual from a third party having the legal right to transmit the same. It is agreed that all such Confidential Information is special, unique and an asset owned solely by Company.

2. Covenant of Non-Disclosure. Individual agrees that Individual will retain all Confidential Information in confidence; not disclose any Confidential Information to any third party without Company’s permission; not use any Confidential Information for any purpose other than performing Individual’s duties as a Company contractor or employee on behalf of Company; use Individual’s best efforts to limit access to Confidential Information to those who have a need to know the information for the business purposes of Company; return all tangible objects and copies thereof containing Confidential Information to Company upon request by the Company or Company; and upon termination of the Individual’s relationship with the Company or upon termination of the relationship between the Company and Company, not duplicate any Confidential Information without prior approval from the Company; and honor Individual’s promises under this Agreement both during and after the employment relationship. Notwithstanding the provisions of this Paragraph, Individual shall not be deemed in violation of this Paragraph for disclosing Confidential Information pursuant to a subpoena or court order, provided that Individual provides Company with reasonable prior notice of such subpoena or court order so that Company may challenge such subpoena or court order.

INDIVIDUAL

By: _____

Name: _____ Name: _____

Title: _____

CONSULTANT

By: _____

Title: _____