**CONFIDENTIALITY AGREEMENT**

This agreement (the “ Confidentiality Agreement”) is made this \_\_\_\_\_\_\_\_\_\_\_ day of April, \_\_\_\_\_\_\_\_\_, by and between Company Name and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having a place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter “Contractor”) (each a “Party” and collectively the “Parties).

WHEREAS, the Parties desire to conduct discussions concerning a potential business arrangement for Company Name to review and perform certain duties with Contractor.

WHEREAS, Company Name and Contractor, in the process of discussing the potential business arrangement, may have already disclosed and may disclose in the future certain confidential information to each other;

WHEREAS, the Parties acknowledge that their discussions might lead to some form of business relationship in the future, which relationship shall be pursuant to a separate agreement mutually negotiated by the parties; and

WHEREAS, the Parties desire to protect the confidentiality of certain information either Party has disclosed or may disclose to the other Party through this Confidentiality Agreement;

THEREFORE, in consideration of the mutual promises and other valuable consideration exchanged, the sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Definitions. The following definitions shall apply to terms used in this Confidentiality Agreement.

1. The term “Confidential Information” shall include the terms of this Confidentiality Agreement and the transactions contemplated hereby, as well as any information, including, but not limited to, pricing information, including that pricing information contained in any proposal or term sheet, any and all trade secrets and other proprietary and confidential information regarding the other’s business, customers, financial condition, sales data, inventions, techniques, practices or procedures, business model, ideas or plans of a Party to this Confidentiality Agreement conveyed to the other Party by any format or means including, but not limited to, written, typed, electronic, magnetic or orally transmitted.

The term “Confidential Information” does not include information that (a) is at the time of disclosure or later becomes generally known to the public or within the industry or segment of the industry to which such information relates without violation by a Party of any of its obligations hereunder and not through any action by any of its directors, officers, employees and agents which, if committed by such Party, would have constituted a violation by it of any of its obligations hereunder; (b) at the time of disclosure to the other Party was already known by such other Party; or (c) after the time of the disclosure to the other Party, is received by such Party from a third party which, to such Party’s best knowledge, is under no confidentiality obligation with respect thereto.

2. “Recipient Party” shall mean a Party to this Confidentiality Agreement that

receives Confidential Information from another Party to this Confidentiality Agreement.

3. “Disclosing Party” shall mean a Party to this Confidentiality Agreement that discloses Confidential Information to another Party to this Confidentiality Agreement.

1. Required Confidentiality. All Confidential Information furnished by one Party to the other Party in connection with the business arrangement contemplated hereunder, and all discussions relating thereto, including any Confidential Information provided or related discussions occurring on or before the date of this Confidentiality Agreement, shall be deemed confidential and shall be kept in strict confidence by the Parties hereto for a period of Five (5) years from the date of this Confidentiality Agreement. Neither Party, without the other Party’s prior written consent, shall, directly or indirectly: (i) disclose or reveal any Confidential Information to any person, firm or entity except to a limited group of that Party’s officers, employees, attorneys and agents who are actively and directly participating in the contemplated business arrangement or the negotiations relating thereto, each of whom shall be informed of the confidential nature of the Confidential Information; (ii) use the Confidential Information for any purpose other than in connection with the contemplated business arrangement; or (iii) disclose to any person or entity the terms, conditions or other facts with respect to the business arrangement contemplated hereunder. Each of the Parties hereto further agrees not to divulge, directly or indirectly, any Confidential Information of the other Party in any manner contrary to the interests of such Party, use or cause or suffer to be used any Confidential Information in competition with such Party, or use Confidential Information in violation of any applicable federal or state law. Each Party represents that, as of the date hereof, no such disclosures of Confidential Information have been made.

1. If required by law or requested by legal process to disclose any Confidential Information of another Party, the Party so required or in receipt of such request shall promptly give notice thereof to the other Party so that such Party may, at its own cost and expense, seek an appropriate protective order or, in the alternative, waive compliance to the extent necessary to comply with such request if a protective order is not obtained. If a protective order or waiver is granted, the Party subject to such legal process may disclose the Confidential Information to the extent required by such court order or as may be permitted by such waiver.

1. Return of Confidential Information. Upon receipt of written notification from a Disclosing Party to do so, the Recipient Party shall promptly return or destroy all Confidential Information to the Disclosing Party (including any copies of any such Confidential Information).

1. Remedies. Each of the Parties acknowledges that the breach or threatened breach of the provisions of this Confidentiality Agreement would cause irreparable injury to the other Party that could not be adequately compensated by money damages. Accordingly, a Party may obtain a restraining order and/or injunction prohibiting a breach or threatened breach of the provisions of this Confidentiality Agreement, in addition to any other legal or equitable remedies that may be available.

1. Notices. All notices, requests, and other communication to any Party hereto shall be in writing and shall be addressed to the receiving party’s address set forth below or to any other address as a Party may designate by notice hereunder, and shall either be (a) delivered by hand, (b) sent by recognized overnight courier with instructions for overnight delivery, or (c) by certified mail, return receipt requested, postage prepaid.

To Contractor:

To Company Name: Company Address

All notices, requests, and other communication hereunder shall be deemed effective (a) if by hand, at the time of the delivery thereof to the receiving party at the address of such party set forth above, (b) if sent by overnight courier, on the next business day following the day such notice is delivered to the courier service, or (c) if sent by certified mail, five (5) business days following the day such mailing is made. Any party may change its address for purposes of this paragraph by giving the other party written notice of the new address in the manner set forth above.

1. Governing Law. The Parties agree that this Confidentiality Agreement shall be governed by the laws of the state of California without regard to its conflicts of laws provisions.

IN WITNESS WHEREOF, the Parties hereto have executed this Confidentiality Agreement as of the date first written above.

Company Name**: Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

By: By:

Name: Name:

Title: Title:

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