

CONFIDENTIALITY AGREEMENT

Business Name ("Signatory"): eBay inc.

Address: 2025 Hamilton Ave, San Jose, CA 95125

Signatory proposes providing services to eBay Inc. and may, in the course of performing those services, receive information relating to the business of eBay and its related and affiliated entities (collectively, "eBay"). In connection with those activities eBay may disclose, or may have already disclosed, to the Signatory, certain of its proprietary or confidential information and documents, including, but not limited to, information relating to eBay's research, trade secrets, business developments and marketing, strategy, sales, licensing, systems, know-how, organisation, assets and equipment, business transactions, arrangements, relationships, contracts with other parties, client lists, financial data and any other information which the party does not generally make available to the public ("**Confidential Information**").

References to a "party" or "parties" in this agreement mean eBay on the one hand and the Signatory on the other.

In consideration of the Signatory receiving the Confidential Information of eBay, Signatory agrees as follows:

1. Signatory will not disclose eBay's Confidential Information except as expressly approved by eBay in writing, in advance. Signatory will obtain the prior written approval of eBay before any material (including derivative works arising from the Confidential Information) will be published or distributed to any third party or the public.
2. Signatory will not take any action or make any comment which, in the reasonable opinion of eBay, could damage the reputation of eBay.
3. Signatory will ensure that at all times it safeguards the Confidential Information from unauthorised use and disclosure.
4. Signatory acknowledges and agrees that all Confidential Information remains the property of eBay.
5. Signatory will use the Confidential Information solely for the purpose of performing the services as agreed with eBay.
6. Signatory will not, without eBay's prior written approval, receive or obtain any commercial benefit in relation to the use of the Confidential Information.
7. Signatory will return the Confidential Information to eBay immediately on request, including without limitation, all documents or other materials containing or referring to the Confidential Information which are in its possession, power or control.
8. Signatory acknowledges that any breach of its confidentiality obligations under this Agreement may result in damage to eBay and that eBay is entitled to enforce its rights by seeking specific performance or injunction proceedings as monetary damages may not be sufficient relief. Signatory acknowledges and agrees that:
 - (a) damages may not be an adequate remedy for eBay for any breach of this Agreement by Signatory; and
 - (b) eBay is entitled to specific performance or injunctive relief as a remedy for any such breach or threatened breach of this Agreement, in addition to any other

remedies available to eBay at law or in equity either under, or independently of, this Agreement.

9. No right, title or interest is given to Signatory to use the intellectual property rights (including, without limitation, all copyright, trade marks, trade names, logos and trade symbols) of eBay except as expressly approved by eBay in writing.
10. Signatory's obligations of confidentiality do not extend to information that (whether before or after this Agreement is signed) is generally and publicly available (other than as a result of a breach of this Agreement);
11. This Agreement takes effect on and from that date signed by both parties.

By signing this Agreement below, I acknowledge the Signatory's acceptance of the above terms and conditions.

Name: _____

Title: _____

Date: _____