

**1. CONFIDENTIAL INFORMATION.** The term "Confidential Information" means any information or material which is proprietary to the Owner, whether or not assumed or developed by the Owner, which is not generally known other than by the Owner, and which the Recipient may obtain through any direct or indirect contact with the Owner regardless of whether specifically identified as confidential or proprietary. Confidential Information shall include any information provided by the Owner concerning the business, the financial condition of the Owner and its financial performance with which the Owner deals, including, without limitation, business records and files, trade secrets, intellectual data, product data, contracts, financial information, pricing strategies, discounts, computer programs and databases, source code and/or object code, copyrights and intellectual property, inventions, sales leads, strategies of alliances, partners, and customer and client lists. The nature of the information and the limited parties with which the Owner may come in contact would be such as to be confidential.

• information rightfully received by the Knigshut from a third party without a duty of confidentiality;

• Information disclosed by operations of law;

Information disclosed by the Registrant with the prior written consent of the Officer,

and any other information that both parties agree in writing is not confidential.

**A. No Disclosure.** The Recipient will hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity without the prior written consent of the Owner.

**B. No Copying/Modifying.** The Recipient will not copy or modify any Confidential Information without the prior written consent of the Owner.

Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a

**10. UNAUTHORIZED DISCLOSURE OF INFORMATION - INJUNCTIONS.** If it appears that the Recipient has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, the Owner shall be entitled to an injunction to restrain the Recipient from disclosing the Confidential Information in whole or in part. The Owner shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

Each circumstance shall occur the Owner shall be notified in any commissions due pursuant to this

**5. RETURN OF CONFIDENTIAL INFORMATION.** Upon the written request of the Owner, the Recipient shall return to the Owner all written materials containing the Confidential Information. The Recipient shall also deliver to the Owner written statements signed by the Recipient certifying that all materials have been returned within five (5) days of receipt of the request.

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**WARRANTY.** The Recipient acknowledges and agrees that the Confidential Information is provided "AS IS". THE FURNISHER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION, AND HEREBY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR USE. IN NO EVENT SHALL THE FURNISHER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. The Recipient is not required to use that any product or business plan disclosed to the Recipient will be marketed or sold as disclosed, or at all. Any actions taken by the Recipient in response to the disclosure of the Confidential Information shall be solely at the risk of the Recipient.

**MIT LIMITED LICENSE TO USE.** The Recipient shall not acquire any intellectual property rights under this Agreement except the limited right to use as set forth above. The Recipient acknowledges that, as between the Owner and the Recipient, the Confidential Information and all related copyrights and other intellectual property rights, as (and if) issues will be the property of the Owner, even if suggestions, comments, and/or ideas made by the Recipient are incorporated into the Confidential Information or related materials during the period of this Agreement.

**TURNKEY'S FEE.** In any legal action between the parties concerning this Agreement, the prevailing

**51. TERM.** The obligations of this Agreement shall survive 1 year from the Effective Date or until the Owner sends the Recipient written notice releasing the Recipient from this Agreement. After that, the Recipient must continue to protect the Confidential Information that was received during the term of this Agreement from unauthorized use or disclosure indefinitely.

and shall not be affected by the termination of this Agreement. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and shall be construed to give effect to the original intent and purpose of this Agreement.

**ANTI-WITNESSHOLDING PROTECTIONS.** This Agreement is in compliance with the Defend Trade Secrets Act and provides civil or criminal immunity to any individual for the disclosure of trade secrets (i) made in confidence to a federal, state, or local government official, or to an attorney where the disclosure is in report requested violations of the law; or (ii) in a complaint or other document filed in a lawsuit if made under seal.

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**WITNESSES.** This Agreement shall be executed by \_\_\_\_\_ on behalf of \_\_\_\_\_ and \_\_\_\_\_ and \_\_\_\_\_ in the manner prescribed by law as of the date first written above.

(see Disclosure Agreement) is executed and agreed to by:

Name: \_\_\_\_\_

I understand & agree this is a legal representation of my signature