

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement") is made effective as of June 23, 2012, between John Doe, of 123 West court, North Town, Arizona 12345, and Jane Smith, of 321 East Street, South City, Hawaii 67890.

In this Agreement, the party who owns the Confidential Information will be referred to as "Doe", and the party to whom the Confidential Information will be disclosed will be referred to as "Smith".

Doe is engaged in the business of cooking oysters. Smith is engaged in cleaning rickshaws. Information will be disclosed to Smith to determine whether Smith could assist Doe with the development of a marketing plan. Doe has requested that Smith will protect the confidential material and information which may be disclosed between Doe and Smith. Therefore, the parties agree as follows:

I. CONFIDENTIAL INFORMATION. The term "Confidential Information" means any information or material which is proprietary to Doe, whether or not owned or developed by Doe, which is not generally known other than by Doe, and which Smith may obtain through any direct or indirect contact with Doe.

A. Confidential Information includes without limitation:

- business records and plans
and other proprietary information.

B. Confidential Information does not include:

- matters of public knowledge that result from disclosure by Doe
- information rightfully received by Smith from a third party without a duty of confidentiality
- information independently developed by Smith
- information disclosed by operation of law
- information disclosed by Smith with the prior written consent of Doe

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

II. PROTECTION OF CONFIDENTIAL INFORMATION. Smith understands and acknowledges that the Confidential Information has been developed or obtained by Doe by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of Doe which provides Doe with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the disclosure of the Confidential Information, Smith agrees to hold in confidence and to not disclose the Confidential Information to any person or entity without the prior written consent of Doe. In addition, Smith agrees that:

i. No Copying/Modifying. Smith will not copy or modify any Confidential Information