

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This confidentiality and non-disclosure agreement (the “Agreement”) is made and entered into as of {dateplaceholder1}, by and between XIC Consulting, Inc., a Texas corporation (the “Company”), and _____ (the “Employee”).

WHEREAS, the Employee is desirous of obtaining certain Confidential Information from the Company in connection with their employment;

WHEREAS, the Company plans to disclose to the Employee certain Confidential Information (as defined below) to facilitate that work; and

WHEREAS, the Employee agrees that they shall use any such Confidential Information, and refrain from disclosing or making use of such Confidential Information, all in accordance with the terms of this Agreement.

NOW THEREFORE, the parties mutually agree to the following:

1. Broad Definition of Confidential Information

For the purpose of this Agreement, “Confidential Information” shall mean any information or materials, including data, in oral, written, pictorial, magnetic, graphic or maintained or transferred in any other form of media, including without limitation electronically stored information, which may hereafter be disclosed by the Company or its agents or representatives, to the Employee, relating to the operational, financial, technological, and or business information of the Company, including without limitation the design, development, know-how, other intellectual property, formulae, operating or marketing information of the Company, including without limitation concerning or relating to its products, services, or operations, which should reasonably be understood by Employee because of the circumstances of the disclosure or the nature of the information itself, or the content of this Agreement, to be sensitive, private, proprietary, confidential or trade secret information. Employee agrees to the intentionally broad scope of this definition in recognition of the fact that the Employee would not be receiving the Confidential Information but for Employee’s execution of this Agreement. Employee reasonably understands and agrees that the Company generally keeps all of its business related information confidential. Employee understands and agrees that this is due in part to the nature of the Company’s business. Employee understands and agrees that maintaining confidentiality of the Company’s Confidential Information is an effort to help protect the Company from competition

against it through the use of that information by others. Employee also understands and agrees maintaining confidentiality of the Company's Confidential Information also seeks to protect against financial loss or other harm coming to the Company or its employees, recipients, owners or agents, or its clientele or customers, through or in connection with the use or disclosure of that information in a manner not intended or not desired by the Company. Employee agrees that, unless otherwise expressly and clearly authorized in advance, all information related to the Company's business should be and is reasonably understood by the Employee to constitute Confidential Information. Employee understands and agrees that Company's Confidential Information includes, but is not limited to, information that is not generally known or readily available to or ascertainable by the public by proper means, including, without limitation, information about the Company's business operations, financial results of operations, strategic and development plans, methods and means of performing its business activities, locations where the activities are conducted, vendors used, business relationships involved in the performance of the Company's business activities, contractual business relationships of the Company, prospective business relationships of the Company, data used or referenced or compiled or reviewed by the Company as a part of its business activities, product and services development and research data, record-keeping of business activities and results, information about procedures utilized by the Company in its business activities, codes used, keys used, passwords used, logins used, techniques used, and all records of activity and all communications generated in connection with the Company's business are all considered to be non-exclusive examples of Company Confidential Information. Also, the Employee understands and agrees that the following is also considered to be Company Confidential Information as well: economic and financial analyses, budgets, forecasting, marketing plans, client, investor and vendor data, subscriber data, data concerning financial transactions, pending offers to provide or solicitations to provide products or services, marketing data not disclosed outside the Company or disclosed only pursuant to an obligation of confidentiality, purchase and/or sale data, contact data, lead information, financial and/or operational formulas and/or algorithms, business patterns, analytical data, trend analysis, software used or not used, financial and/or operational compilations and/or reports not disclosed outside the Company or disclosed only pursuant to an obligation of confidentiality, methods, techniques and/or processes used, as well as client, customer, partner, recipient, investor, and/or vendor information including, without limitation, preferences, patterns, formulas, communication records, notes, contact information, pricing data, and cost data not disclosed outside the Company or disclosed only pursuant to an obligation of confidentiality.

Employee understands and agrees that Company Confidential Information also includes: policies, practices, and/or plans not disclosed outside the Company or disclosed only pursuant to an obligation of confidentiality. The foregoing information identified or described herein is Confidential Information whether or not maintained on any internal or external computer system(s), database(s), software, storage system or device(s), or otherwise, including without limitation any e-mail or e-mail servers and/or exchanges, messaging apps, other apps, or other media, and on any smartphone(s) or any form of portable computer or other or any storage drive.

Employee understands and agrees that, unless expressly authorized in advance by the Company, the information described herein above is not to be disclosed outside the Company. Employee also recognizes and understands that the Company in the future will receive confidential or proprietary information from third parties, and generate more of its own Confidential Information, and that any and all such information shall be considered to be Confidential Information as well, whether provided by a third party or generated by the Company.

2. Non-Disclosure of Confidential Information Duties

Employee agrees to hold in confidence and not to reveal, report, publish, disclose or transfer, directly or indirectly, any of the Confidential Information of the Company to any third party or use any of the Company's Confidential Information for any purpose at any time except as necessary to further their work with the Company. All Confidential Information shall remain the sole property of the Company. Upon the request of the Company, Employee will promptly destroy or return, which such decision to destroy or return will be at the discretion of the Company, to the Company all Confidential Information (in any media), including any copies as well as all materials (in any media) which contain or embody Confidential Information, and, with respect to abstracts, copies, reproductions or summaries of Confidential Information that Employee may have made, Employee will destroy such abstracts or summaries.

3. Binding on Officers, Directors, and Others

Employee shall be responsible for the conduct of its directors, officers, subsidiaries, affiliates, consultants, employees and representatives regarding the confidentiality and use of the Confidential Information, all of whom and which shall and must comply with the terms of this Agreement in regard to any Confidential Information. The Employee shall only disclose the Confidential Information to employees, consultants and representatives bound by confidentiality obligations that are at least as restrictive as the terms of this Agreement and that have a need to review the Confidential Information in order to do their work, and who have agreed that Company is an intended third party beneficiary of their confidentiality obligations.

4. No License

Any disclosure of Confidential Information shall not be deemed to grant a license or right to the Employee to use Confidential Information for any purpose other than as explicitly set forth herein.

5. Injunction Remedy

Due to the unique confidential, proprietary, and unique and valuable nature of the Confidential Information, and in consideration of the parties' Agreement, Employee acknowledges and agrees

that in the event Employee fails to comply with its obligations hereunder, that monetary damages may be inadequate to fully compensate the Company. Accordingly, Employee agrees that the Company shall, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief to enforce the terms of this Agreement. In the event of any breach or threatened breach of this Agreement, the Employee consents to the entry of temporary, preliminary and permanent injunctions prohibiting the Employee from any violation or threatened violation of such provisions and compelling the Employee to comply with such provisions, without need of any bond. This Section shall not affect or limit, and the injunctive relief provided for in this Section shall be in addition to, any other remedies available to the Company at law or in equity for any such violation.

6. Limited Exception to Definition of Confidential Information

Notwithstanding anything herein contended to be to the contrary, Confidential Information shall not include any information which (a) at the time of its disclosure or thereafter is generally available to and known to the public other than as a result of a disclosure by the Employee or its representatives in breach of this Agreement or by others engaged in improper conduct (b) was or becomes available to the Employee, on a non-confidential basis from a source other than the Company which source is legally in possession of the information and has obtained the information without breaching any Agreement with the Company or any affiliate, (c) is shown by written and dated records (or any other documentary media) to have been independently acquired or developed by Employee without breaching this Agreement, and without being based on misappropriation by a third party, (d) is shown by written and dated records (or any other documentary media) to have been lawfully in the possession of the Employee prior to disclosure by the Company, or (e) if Employee is compelled by court or government action pursuant to applicable law to disclose such information; provided, however, that Employee gives the Company prompt notice thereof so that the Company may seek a protective order or other appropriate remedy.

7. Protection in the Event of Court Order or Subpoena

In the event that any Confidential Information is required to be produced by the Employee pursuant to legal process, the Employee shall give the Company notice of such legal process within a reasonable time, but not later than ten (10) business days prior to the date such disclosure is to be made, unless the Employee has received less notice, in which event the Employee shall notify the Company as promptly as practicable. The Company shall have the right to object to any such disclosure, and if the Company objects (at the Company's cost and expense) in a timely manner so that the Employee is not subject to penalties for failure to make such disclosure, the Employee shall not make any disclosure until there has been a determination

by a court or tribunal of competent jurisdiction on the Company's objections. If disclosure is required by order of a competent court or other tribunal, final beyond right of review, or if the Company does not object to the disclosure, the Employee shall make disclosure only to the extent that disclosure is unequivocally required by the order, and the Employee will exercise reasonable efforts at the Company's expense, to obtain reliable assurance that confidential treatment will be accorded the Confidential Information.

8. Duration

The duration of this Agreement shall be the greater of two (2) years or the latest date when any of the Confidential Information obtained by Employee hereunder is no longer deemed to be confidential by the terms of this Agreement, or (1) year from the date of this Agreement or final termination of any relationship between the Parties, whichever is longer.

9. Survival of Obligations

This Agreement and the obligations of confidentiality set forth in this Agreement shall survive any termination of any relationship between the parties, whether resulting from this Agreement or any other agreement, or otherwise.

10. Notices

All notices provided for in this Agreement shall be in writing signed by the party giving such notice, and delivered personally or sent by overnight courier service which obtains evidence of delivery, or registered or certified mail, return receipt requested, or by facsimile or email transmission or similar means of communication if receipt is confirmed or if transmission of such notice is confirmed by mail. Notices shall be deemed to have been received on the date of personal delivery or the date delivery is refused. Notices shall be sent to any party to the attention of the person who executed this Agreement on behalf of such party at such party's address or email or telecopier number set forth on the signature page of this Agreement. Either party may, by like notice, change the person, address or email or telecopier number to which notice shall be sent.

11. Other Agreements and Covenants

This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, superseding any and all prior or contemporaneous oral and prior written agreements, understandings and letters of intent.

This Agreement may not be modified or amended or merged into any other agreement, nor may any right be waived, except by a writing which expressly refers to this Agreement, states that it is

a modification, amendment, merger or waiver and is signed by all parties with respect to a modification or amendment or the party granting the waiver with respect to a waiver. No course of conduct or dealing or trade usage or custom and no course of performance shall be relied on or referred to by any party to contradict, explain or supplement any provision of this Agreement, it being acknowledged by the parties to this Agreement that this Agreement is intended to be, and is, the complete and exclusive statement of the agreement with respect to its subject matter. Any waiver, if any, shall be limited to the express terms thereof and shall not be construed as a waiver of any other provisions or the same provisions at any other time or under any other circumstances. The failure of either party to exercise any right under this Agreement will not operate as a waiver thereof, and any exercise of any right shall not preclude the exercise of any right which may be available to such party. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, and their respective successors and assigns. In the event that any provision of this Agreement, or any portion thereof, becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision, or the portion thereof determined to be illegal, unenforceable or void.

12. Governing Law, Jurisdiction and Venue and Arbitration

The obligations of the parties under this Agreement shall be governed and construed by the laws of the State of Texas, not including its conflict of laws. Any claim or dispute arising out of, relating hereto, concerning, or touching upon this Agreement and the parties' relationships referenced herein shall exclusively be arbitrated, and said arbitration shall be before the American Arbitration Association ("AAA") under its commercial rules of arbitration procedure, with the Locale for the arbitration being Galveston, Texas. The courts found in that Locale shall have exclusive jurisdiction to issue any orders compelling arbitration, staying arbitration and/or confirming any arbitration award. The successful party in any such arbitration shall be entitled to an award of their reasonable attorneys' fees and costs.

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

SIGNATURES

COMPANY:

XIC CONSULTING INC.

By: Jaron Mendoza

Authorized Representative

EMPLOYEE:

By: _____