**Networks, Inc.**

**Confidentiality Agreement**

This Confidentiality Agreement (the “**Agreement**”) dated (the “**Effective Date**”), is made by and between , a corporation (the “**Company**”), and an individual residing at (the “**Recipient**”).

# Background. The Company and the Recipient (the “**parties**”) intend to engage in discussions and negotiations concerning the possible establishment of a business relationship between them. In the course of such discussions and negotiations and in the course of any such business relationship, it is anticipated that the Company will disclose or deliver to the Recipient certain of the Company’s trade secrets or confidential or proprietary information for the purposes of enabling the Recipient to evaluate the feasibility of such business relationship and to perform his or her obligations and exercise his or her rights under any such business relationship that is agreed to between the parties (the “**Purposes**”). The parties have entered into this Agreement in order to assure the confidentiality of such trade secrets and confidential or proprietary information in accordance with the terms of this Agreement.

# Scope of Agreement. This Agreement shall apply to all Proprietary Information disclosed by the Company to the Recipient, whether before, on or after the date hereof.

# Proprietary Information. As used in this Agreement, the term “Proprietary Information” shall mean all trade secrets or confidential or proprietary information designated as such in writing by the Company, whether by letter or by the use of an appropriate proprietary stamp or legend, prior to or at the time any such trade secret or confidential or proprietary information is disclosed by the Company to the Recipient. Notwithstanding the foregoing, information which is orally or visually disclosed to the Recipient by the Company, or is disclosed in writing without an appropriate letter, proprietary stamp or legend, shall constitute Proprietary Information if (i) it would be apparent to a reasonable person, familiar with the Company’s business and the industry in which it operates, that such information is of a confidential or proprietary nature the maintenance of which is important to the Company or if (ii) the Company, within days after such disclosure, delivers to the Recipient a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure. In addition, the term “Proprietary Information” shall be deemed to include: (a) any notes, analyses, compilations, studies, interpretations, memoranda or other documents prepared by the Recipient which contain, reflect or are based upon, in whole or in part, any Proprietary Information furnished to the Recipient pursuant hereto; and (b) the existence or status of, and any information concerning, the discussions between the parties concerning the possible establishment of a business relationship.

# Limitation on Obligations. The obligations of the Recipient specified in Section 4 shall not apply, and the Recipient shall have no further obligations, with respect to any Proprietary Information to the extent the Recipient can demonstrate, by clear and convincing evidence, that such Proprietary Information:

## is generally known to the public at the time of disclosure or becomes generally known without the Recipient violating this Agreement;

## is in the Recipient’s possession at the time of disclosure otherwise than as a result of Recipient’s breach of any legal obligation;

## becomes known to the Recipient through disclosure by sources other than the Company having the legal right to disclose such Proprietary Information; or

## is independently developed by the Recipient without reference to or reliance upon the Proprietary Information.

# Term and Termination. This Agreement is effective as of the Effective Date and shall continue in full force and effect until the () year anniversary thereof. Either party may terminate this Agreement, for any reason or for no reason, upon days prior written notice to the other party. The obligations of the Recipient specified in Section 4 shall continue after expiration or termination of this Agreement with respect to each item of Proprietary Information disclosed hereunder until and unless one of the exceptions set forth in Section 5 applies to such item of Proprietary Information.

# Miscellaneous.

## This Agreement supersedes all prior agreements, written or oral, between the parties relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged, in whole or in part, except by an agreement in writing signed by the parties.

## This Agreement will be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns.

## This Agreement shall be construed and interpreted in accordance with the internal laws of the State of California, without giving effect to the principles of conflicts of law thereof.

IN WITNESS WHEREOF, the parties hereto have executed the Confidentiality Agreement as of the day and year first set forth above.

**CURATED NETWORKS, INC.**

By:

Name:

Title:

**RECIPIENT**

By:

Name:

Title: