

CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

This Confidentiality & Nondisclosure Agreement ("NDA") is made by and between **Cambay Consulting, LLC** ("Disclosing Party") having its principal place of business at **1838, Snake River Road, Suite A, Katy, TX 77449** and **IQBean INC** (the "Receiving Party") having its principal place of business at **1212 Veloce Dr, Plano, TX 75074**. This NDA is effective as of the later of the dates below and governs all disclosures of the subject matter described herein, until this NDA is terminated as provided herein.

1. **Confidential Information.** Confidential Information is proprietary trade secret information contained within and relating to Disclosing Party's business plan including but not limited to: business description, marketing plan, sales revenue forecast, profit and loss forecast, capital spending plan, cash flow forecast, future trends, personnel plan, business goals, personal financial statement, supporting documents and information conveyed in writing or in discussion that is indicated to be confidential. Any Confidential Information which is a verbal communication, will be reduced to a writing which identifies the Confidential Information for the record within 30 days of the disclosure of the Confidential Information with a copy of such writing furnished within such time period to the party receiving such Confidential Information.
2. **Non-Disclosure.** Receiving Party will treat Confidential Information with the same degree of care and safeguards that it takes with its own Confidential Information, but in no event less than a reasonable degree of care. Without Disclosing Party's prior written consent, Receiving Party will not: (a) disclose Confidential Information to any third party; (b) make or permit to be made copies or other reproductions of Confidential Information; or (c) make any commercial use of Confidential Information.

Each party agrees that it will restrict the access of all Confidential Information to only those of its employees or agents who have a need to be informed of the Confidential Information solely for the purposes of this agreement.

3. **Return of Business Plan Materials.** Upon Disclosing Party's request, Receiving Party shall within 30 days return all original materials provided by Disclosing Party and any copies, notes or other documents in Receiving Party's possession pertaining to Confidential Information.
4. **Exclusions.** This agreement does not apply to any information that: (a) was in Receiving Party's possession or was known to Receiving Party, without an obligation to keep it confidential, before such information was disclosed to Receiving Party by Disclosing Party; (b) is or becomes public knowledge through a source other than Receiving Party and through no fault of Receiving Party; (c) is or becomes lawfully available to Receiving Party from a source other than Disclosing Party; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

5. **Term.** This Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until 5 years or until whichever of the following occurs first: (a) Disclosing Party sends Receiving Party written notice releasing it from this Agreement, or (b) Confidential Information disclosed under this Agreement ceases to be a trade secret.

The Parties' confidentiality obligations and enforcement rights pursuant to this Agreement shall survive any expiration or other termination of this Agreement. (Or any subsequent Agreement between the parties relating to the Opportunity to the extent that this Agreement is incorporated therein).

6. **No Rights Granted.** This Agreement does not constitute a grant or an intention or commitment to grant any right, title or interest in Confidential Information to Receiving Party.

7. **General Provisions**

- 7.1. **Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.
- 7.2. **Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.
- 7.3. **Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.
- 7.4. **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.
- 7.5. **Injunctive Relief.** Any misappropriation of Confidential Information in violation of this Agreement may cause Disclosing Party irreparable harm, the amount of which may be difficult to ascertain, and therefore Receiving Party agrees that Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and for such other relief as Disclosing Party deems appropriate. This right of Disclosing Party is to be in addition to the remedies otherwise available to Disclosing Party.
- 7.6. **Indemnity.** Receiving Party agrees to indemnify Disclosing Party against any and all losses, damages, claims or expenses incurred or suffered by Disclosing Party as a result of Receiving Party's breach of this Agreement.
- 7.7. **Attorney Fees and Expenses.** In a dispute arising out of or related to this Agreement, the prevailing party shall have the right to collect from the other party its reasonable attorney fees and costs and necessary expenditures.



*1838 Snake River Road,
Suite-A Katy, TX 77449*

7.8. Governing Law. Both parties agree that the laws of the State of Texas shall govern this NDA and all disputes arising hereunder. In addition, it is acknowledged and agreed that since a breach of the obligations of this NDA is likely to cause irreparable harm to the disclosing party and that money damages alone would be inadequate as a remedy for a breach of such obligations, the receiving party agrees that it will not object to the disclosing party seeking injunctive relief in the event of such breach. In the event either party seeks injunctive relief of any provision of this NDA, the party against whom such relief is sought agrees to waive and hereby does waive any requirement that the party seeking the injunctive relief post a bond or any other security.

This NDA has been signed by the duly authorized representative's parties hereto in identical counterparts, all of which comprise but one agreement on the subject matter hereof.

Cambay Consulting LLC

Signature: _____

Name: _____

Title: _____

Date: _____

IQBean INC

Signature: _____

Name: _____

Title: _____

Date: _____