

# Confidentiality Agreement

This Confidentiality Agreement ("Agreement") is made and effective this \_\_\_\_\_, 2010 by and between \_\_\_\_\_ (collectively "Promoter") and \_\_\_\_\_ ("Potential Partner").

1. **Confidential Information.** PROMOTER proposes to disclose certain of its confidential and proprietary information (the "Confidential Information") to Potential Partner. "Confidential Information" shall include all data, materials, specifications, manuals, agreements, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to Potential Partner by PROMOTER. Confidential Information disclosed orally shall be identified as such within five (5) days of disclosure. Nothing herein shall require PROMOTER to disclose any of its information.

2. **Potential Partner's Obligations.** Potential Partner agrees that the Confidential Information is to be considered confidential and proprietary to PROMOTER and Potential Partner shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with PROMOTER, and shall disclose it only to its officers, directors, employees or agents with a specific need to know. Potential Partner will not disclose, publish or otherwise reveal any of the Confidential Information received from PROMOTER to any other party whatsoever except with the specific prior written authorization of PROMOTER.

Confidential Information furnished in tangible form shall not be duplicated by Potential Partner except for purposes of this Agreement. Upon the request of PROMOTER, Potential Partner shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request. At Potential Partner's option, any documents or other media developed by the Potential Partner containing Confidential Information may be destroyed by Potential Partner. Potential Partner shall provide a written certificate to PROMOTER regarding destruction within ten (10) days thereafter.

3. **Term.** The obligations of Potential Partner herein shall be effective for three (3) years from the date PROMOTER last discloses any Confidential Information to Potential Partner pursuant to this Agreement. Further, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against Potential Partner, nor by the rejection of any agreement between PROMOTER and Potential Partner, by a trustee of Potential Partner in bankruptcy, or by the Potential Partner as a debtor-in-possession or the equivalent of any of the foregoing under local law.

4. **No License.** Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of Confidential Information shall not be construed as evidencing any intent by a party to purchase any real or personal property of the other party nor as an encouragement to expend funds in development or research efforts. Confidential Information may pertain to prospective or unannounced property. Potential Partner agrees not to use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar service.

5. **No Publicity.** Potential Partner and PROMOTER agree not to disclose: (1) terms and conditions of any purchase of PROMOTER shares or PROMOTER assets; and (2) the fact that discussions are being held between Potential Partner and PROMOTER.

6. **Miscellaneous.**

This Agreement shall be governed and construed in accordance with the laws of the State of California and Potential Partner consents to the exclusive jurisdiction of the Fresno County Superior Court or Eastern District Court as PROMOTER may select for any dispute arising out of this Agreement. Potential Partner agrees that in the event of any breach or threatened breach by Potential Partner, PROMOTER may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect PROMOTER against any such breach or threatened breach. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

Potential Partner may not assign this Agreement or any interest herein without PROMOTER's express prior written consent. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included. Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

“PROMOTER”

“POTENTIAL PARTNER”

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print name)