**CONFIDENTIALITY and NON-CIRCUMVENTION AGREEMENT**

THIS CONFIDENTIALITY AGREEMENT (this “Agreement”) is entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Effective Date”), by and between , a California Corporation (the “First Party”), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a(n)                                                          (the “Second Party). The First Party and the Second Party may be referred to in this Agreement each as a “Party” and jointly as the “Parties”.

WHEREAS, the Parties are contemplating or have entered into a business arrangement (the “Arrangement”).

WHEREAS, in connection with the Arrangement, it will be necessary for each Party to be given access to certain confidential business information exclusively belonging to the other Party.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1. Confidential Information
   1. As used herein, “Confidential Information” shall mean (a) any and all technical and non-technical information provided by one Party (the “Disclosing Party”) to the other Party (the “Recipient”), whether written, embodied in tangible material, oral or visual, including but not limited to (i) concepts and business plans; (ii) prospective investors, customers and/or suppliers; (iii) patents and patent applications; (iv) trade secrets; and (v) proprietary information such as ideas, samples, media, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of the Disclosing Party and including, without limitation, information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and information the Disclosing Party provides regarding third parties; (b) the existence of this Agreement and that Confidential Information is being made available to the Recipient; and (c) the fact that discussions or negotiations are taking place between the Parties.
   2. The Recipient agrees it will not disclose Confidential Information to any third party, except as approved in writing by the Disclosing Party, and will use the Confidential Information for no purpose other than evaluating or pursuing the Arrangement, without regard to whether the Confidential Information is so marked. The Recipient will use best efforts to ensure that none of its directors, officers, employees, agents and contractors (collectively, “representatives”) discloses the Confidential Information to any unauthorized individuals or entities, and that such representatives agree to comply with the terms of this Agreement.The Recipient will be responsible for any breach of this Agreement by any of its representatives, and shall immediately notify the Disclosing Party upon discovery of any loss or unauthorized disclosure of any Confidential Information.
   3. Without limiting the foregoing, the Recipient shall in no event attempt (and will not encourage or solicit any other person to attempt) to clone, decompile or reverse engineer any Confidential Information provided by the Disclosing Party, regardless of whether such Confidential Information is subject to patent, copyright or other statutory or common law protection.
2. This Agreement shall not restrict the use or disclosure of: (i) Confidential Information that is lawfully in the public domain or is otherwise lawfully obtained from sources not themselves prohibited from such disclosure by a confidentiality agreement, by any other agreement or by law; (ii) Confidential Information that is independently and lawfully developed by the Recipient apart from any disclosure by the Disclosing Party; or (iii) Confidential Information which is required to be disclosed by lawful order of a court or administrative agency of competent jurisdiction, provided, however, prior to such communication the Recipient notifies the Disclosing Party in advance so that the Disclosing Party may seek a protective order or other appropriate remedy.
3. First Party or Second Party shall not directly or indirectly solicit, or perform services for any existing clients or referred clients of the other Party. Each Party agrees that it shall represent itself as a “team member” of the other Party and shall not reveal the other Party’s company name or brand through direct representation, through email, telephone, collateral material or any other communication to the clients or referrals made by either Party unless agreed to in writing between the Parties.
4. Upon termination or expiration of this Agreement, the Recipient shall promptly return to the Disclosing Party all documents and other tangible materials representing the Confidential Information and all copies thereof. Upon written request of the Disclosing Party, the Recipient shall promptly return to the Disclosing Party or destroy all documents and other tangible materials representing the Confidential Information provided by the Disclosing Party and all copies thereof. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information shall remain the property of the Disclosing Party and shall contain any and all confidential or proprietary notices or legends which appear on the original, unless otherwise authorized in writing by the Disclosing Party.
5. This Agreement may be terminated by either Party at any time upon thirty (30) days written notice to the other Party. The Recipient’s obligations under this Agreement shall survive termination of this Agreement for a period of two (2) years (except for any cause of action resulting from the breach of this Agreement by the Recipient or its representatives, which cause of action shall survive termination of this Agreement and be subject to any applicable statutes of limitations) and shall be binding upon the Recipient’s heirs, successors and assigns.

6. Arbitration. Except as specifically provided in this Agreement, the parties agree that any dispute or controversy arising out of, relating to or in connection with the interpretation, validity, construction, performance, breach or termination of this Agreement shall be submitted to binding arbitration to be held in Los Angeles in accordance with the rules of the American Arbitration Association (the "Rules"). The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court of competent jurisdiction. The parties shall each bear their own attorney fees with respect to such Arbitration but shall share equally the other costs and expenses of arbitration.

1. Controlling Law. In interpreting the terms of this Agreement, the parties agree that the laws of the State of California shall be applicable. All suits permitted to be brought in any court shall be venued in Los Angeles County, State of California.
2. This Agreement shall be governed by and construed in accordance with the laws of California without reference to conflict of laws principles. Any disputes under this Agreement shall be subject to the exclusive jurisdiction and venue of the state and Federal courts located in Los Angeles, California, and the Parties hereby irrevocably consent to the personal and exclusive jurisdiction and venue of these courts. This Agreement may not be amended except by a writing signed by the Parties hereto. If any provision of this Agreement is found by a proper authority to be unenforceable, that provision shall be severed and the remainder of this Agreement will continue in full force and effect. The Recipient acknowledges that money damages will not be a sufficient remedy for any breach of this Agreement by the Recipient or any of its employees or authorized representatives and that the Disclosing Party will suffer irreparable harm as a result of any such breach. Accordingly, the Disclosing Party will also be entitled to equitable relief, including injunction and specific performance, as a remedy for any breach or threatened breach of this Agreement. In the event of litigation relating to this Agreement, the prevailing Party will be entitled to recover its reasonable legal fees and expenses incurred in connection with such litigation (including any appeal relating thereto). Neither Party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other Party. The Disclosing Party has not made nor is it making any representation, express or implied, as to the accuracy or completeness of the Confidential Information. Neither Party has any obligation to negotiate or enter into any agreement or transaction with the other Party.
3. The Recipient shall not export, directly or indirectly, any technical data acquired pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.
4. All notices or reports permitted or required under this Agreement shall be in writing and shall be by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices shall be sent to the addresses set forth at the end of this Agreement or such other address as the Parties may specify in writing.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

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| “FIRST PARTY”  By:  Name:  Title:  Address: | “SECOND PARTY”  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a(n)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By:  Name:  Title:  Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |