## **Confidentiality and Non-Disclosure Agreement**

It is understood and agreed to that the Discloser and the Recipient would like to exchange certain information that is considered confidential. To ensure the protection of such information and in consideration of the agreement to exchange said information, the parties agree as follows:

1. The confidential information to be disclosed by Discloser under this Agreement ("Confidential Information") can be described as and includes: Technical and business information relating to Discloser's proprietary ideas, patentable ideas, copyrights, and/or trade secrets, existing and/or contemplated products and services, software, computer website files, MySQL databases and other information, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.

2. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information and supersedes any prior agreements, understandings, or representations with respect thereto. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of both parties. This Agreement is made under and shall be construed according to the laws of the state of Nevada, U.S.A. In the event that this agreement is breached, and all disputes must be settled in through arbitration in the state of Nevada, U.S.A. or the legal system in the state of Nevada, U.S.A.

3. THE RECIPIENT SHALL HAVE A DUTY TO PROTECT THE CONFIDENTIAL AND/OR SENSITIVE INFORMATION AND AGREES TO NOT SHARE, USE, MAKE PERSONAL COPIES OF, SELL, OR HOST, OR DISTRIBUTE THE WEBSITE FILES OR DATABASE INFORMATION IN ANY WAY, OR TO BE USED FOR RECIPIENT'S OWN PERSONAL OR COMMERCIAL USE.

4. ALL WEBSITE CODE CHANGES AND COMPUTER FILES CREATED BY THE RECIPIENT FOR THIS WORK-FOR-HIRE PROJECT SHALL REMAIN FULLY OWNED BY FREEDOM WEB PROPERTIES LLC AND NOT OWNED BY THE RECIPIENT. SUCH FILES ARE CONFIDENTIAL AND MAY NOT BE USED BY THE RECIPIENT FOR OTHER CLIENT PROJECTS, MAY NOT BE DISTRIBUTED, OR SOLD IN ANY WAY.

## If Recipient agrees, please write/type "I AGREE" here:

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein. Please sign below to officially declare your agreement to all of these terms.

## **Recipient of Confidential Information:**

Name (Print or Type): Company: Title: Address: City, State & Zip: Email / Phone: Signature: Date:

## Discloser of Confidential Information: Name (Print of Type): Company: Title: Address:

City, State & Zip:

Email:

Signature:

Date: