

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement") is made effective as of _____,
between _____, of _____,
_____, and Organization Envy, of _____.

Organization Envy is engaged in Systematizing information, some of which is personal/private.

Information will be disclosed to Organization Envy for the purpose of systematizing it for the Information Owner.

The Owner has requested and the Recipient agrees that the Recipient will protect the confidential material and information which may be disclosed between the Owner and the Recipient.

Therefore, the parties agree as follows:

I. CONFIDENTIAL INFORMATION. The term "Confidential Information" means any information or material which is proprietary to _____, whether or not owned or developed by _____, which is not generally known other than by _____, and which Organization Envy may obtain through any direct or indirect (i.e. digital) contact with _____.

A. Confidential Information includes without limitation:

- Business records and plans
 - Financial Statements
 - Customer Lists and Records
 - Technical Information
 - Personal Information
 - Private Information
- and other proprietary information.

B. Confidential Information does not include:

- Matters of public knowledge that result from disclosure by _____
- Information rightfully received by Organization Envy from a third party without a duty of confidentiality
- Information independently developed by Organization Envy
- Information disclosed by operation of law
- Information disclosed by Organization Envy with the prior written consent of _____

And any other information that both parties agree in writing is not confidential.

II. PROTECTION OF CONFIDENTIAL INFORMATION. Organization Envy understands and acknowledges that the Confidential Information has been developed or obtained by _____ by the investment of significant time, effort, and expense, and that the

Confidential Information is a valuable, special and unique asset of _____ which provides _____ with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the disclosure of the Confidential Information, Organization Envy agrees to hold in confidence and to not disclose the Confidential Information to any person or entity without the prior written consent of _____. In addition, Organization Envy agrees that:

No Copying/Modifying. Organization Envy will not copy or modify any Confidential Information without the prior written consent of _____.

Application to Employees. Further, Organization Envy shall not disclose any Confidential Information to any employees of Organization Envy, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of _____.

Unauthorized Disclosure of Information. If it appears that Organization Envy has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, _____ shall be entitled to an injunction to restrain Organization Envy from disclosing, in whole or in part, the Confidential Information. _____ shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

III. RETURN OF CONFIDENTIAL INFORMATION. Upon the written request of _____, Organization Envy shall return to _____ all written materials containing the Confidential Information. Organization Envy shall also deliver to _____ written statements signed by Organization Envy certifying that all materials have been returned within five (5) days of the receipt of this request.

IV. NO WARRANTY. Organization Envy acknowledges and agrees that the Confidential Information is provided on an AS IS basis. _____ MAKES NO WARRANTIES< EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL _____ BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. _____ does not request or warrant that any product or business plans disclosed to Organization Envy will be marketed or carried out as disclosed, or at all. Any actions taken by

Organization Envy in response to the disclosure of the Confidential Information shall be solely at the risk of Organization Envy.

V. LIMITED LICENSE TO USE. Organization Envy shall not acquire any intellectual property rights under this Agreement except the limited right to use set out above. Organization Envy acknowledges that, as between _____ and Organization Envy, the Confidential Information and all related copyrights and other intellectual property rights are (and at all times will be) the property of _____, even if suggestions, comments, and/or ideas made by Organization Envy are incorporated into the Confidential Information or related materials during the period of this Agreement.

VI. GENERAL PROVISIONS. This Agreement sets forth the entire understanding of the parties regarding confidentiality. The obligations of confidentiality shall survive indefinitely from the date of disclosure of the Confidential Information. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of New York. This Agreement shall not be assignable by either party, and neither party may delegate its duties under this Agreement, without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect after the effective date of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed and delivered in the manner prescribed by law as of the date first written above.

Information Owner:

By: _____

Date: _____

Recipient: Organization Envy

By: _____

Date: _____

Owner