

Non-Disclosure and Confidentiality Covenants
For Potential Web Development Agreement

These Non-Disclosure and Confidentiality Covenants ("Covenants") are given on this _____ day of _____ by and between _____ ("Client") and _____ ("Web Designer").

WHEREAS, the parties are in the process of evaluating a potential relationship whereby the Client will retain the services of the Web Designer for the creation of an Internet Web Site and related database functions.

WHEREAS, the Client possesses certain information and materials which it considers to be highly confidential and proprietary and which constitute trade secrets of the Client.

WHEREAS, the parties acknowledge and agree that assessment of the potential business relationship between the parties may require disclosure of certain of this confidential and proprietary information to the Web Designer.

WHEREAS, Client will release such information as Client deems necessary to the Web Designer to be used by the Web Designer solely for the purpose of evaluating the potential relationship between the parties (the "Permitted Business Purpose").

WHEREAS, Client wishes to assure that the confidential and proprietary information is protected from disclosure and only used by the Web Designer for the purpose of evaluating the potential business relationship between the parties.

WHEREAS, Client wishes to assure that upon completion of the review of the potential business relationship or termination of discussions between the parties that the confidential and proprietary information is returned to the Client.

1. Designer hereby covenants and agrees that it shall have the affirmative obligation to hold the Confidential Information (as defined below) in the strictest of confidence and to protect the Confidential Information from disclosure to any third party. Web Designer shall take all steps necessary to protect the Confidential Information from disclosure and shall implement internal procedures to guard against such disclosure. Web Designer shall only use the Confidential Information for the Business Purpose defined above and shall not use such Confidential Information, or any part of it, for its own purposes or the purposes of any other party. Web Designer shall only permit disclosure to individuals within its organization that have a bona fide need to know such information in connection with the Business Purpose. Web Designer shall advise each person to which disclosure is permitted herein that such information is the confidential and proprietary property of the Client and may not be disclosed to others or used for the purposes of the party to whom disclosure is being made. Each person to which Confidential Information must be disclosed shall execute an agreement containing the restrictions and protections set forth in this Agreement.
2. Upon request from the Client or upon termination of negotiations and evaluations between the parties, Web Designer shall return all Confidential Information to Client. Web Designer shall not be permitted to make, retain, or distribute copies of any Confidential Information

and shall not create any other documents, memorandum, correspondence,

outline, presentation, in any form whatsoever, that includes and of the Confidential Information.

3. Except for the Business Purpose described above, Web Designer is not granted any right, license, assignment, or any other rights in and to any of the Confidential Information.
4. For purposes of these Covenants, the term "Confidential Information" shall mean and shall include information relating to the business, products or services of the Disclosing Party; including, but not limited to: (1) information which relates to the any products or services offered by or through the Disclosing Party ("Products") and their manufacture, sale or use, including financial statements, costs and expense data, marketing and consumer data, production data, know-how, trade secrets, secret processes and formulae, technical data and reports, or any other information relating to the products and services offered by or through the Disclosing Party which is not generally ascertainable from public or published information, regardless of whether such information was provided pursuant to the terms of this Agreement, by request of the other party or in any other manner; (2) information developed or to be developed by a party to this Agreement, their affiliates, and all material and information submitted to and/or filed with a governmental regulatory agency or any other equivalent agency covering the products or services offered by or through the Disclosing Party; (3) information related to the Products contained in all documents submitted in connection with regulatory submissions throughout the world covering the Products; (4) all information disclosed in oral, written, graphic, photographic, recorded, diagramed, digital, electronic or any other from by one party to the other as well as the content of this Agreement and the content of any and all discussions between the parties related to this Agreement or otherwise; (5) the trademarks, services marks, and other proprietary information of the Disclosing Party, including any information developed in the course of the relationship between the parties, all which shall be the property of the Disclosing Party and shall be considered "works for hire"; (6) computer software programs, corporate operations procedures, marketing plans and methods, customer lists, prospective clients lists, regardless of whether such lists have been distilled or tailored for the specific use of the Disclosing Party, all information relative to carriers and any of the companies that are the primary source for the Products or with which the Disclosing Party has contracted to offer the Products; (7) any and all information provided through the training process involving the Receiving Party or its agents or contractors; (8) strategic and development plans, financial condition, business plans, co-developer identities, data, business records, projections, business structure and concepts, customer lists, project records, market reports, employee lists and business manuals, policies and procedures, information relating to processes, technologies or theory and all other information which may be disclosed by Disclosing Party or to which Receiving Party may be provided access by Disclosing Party or others in accordance with this Agreement, or which is generated as a result of the relationship between the parties. Information is not confidential if it is generally available or known within the Internet industry, it is in the public domain, it was known to Designer before this Agreement was entered into, it was independently received by Designer from a third party, or it was developed independently by Designer.

5. Each covenant on the part of Web Designer set forth in this Agreement shall be construed as a covenant independent of any other covenant or provisions of this Agreement or any other agreement which and Web Designer may have, and the existence of any claim or cause of action by Web Designer against whether predicated upon another covenant or provision of these Covenants or otherwise, shall not constitute a defense to the enforcement by of any other covenant. If any portion of these Covenants contained herein is held to be unreasonable, arbitrary or against public policy, each covenant shall be considered divisible as to time; and each one (1) month of the specified period shall be deemed to be a separate period of time.
6. Web Designer recognizes and expressly agrees that the extent of damages to in the event of a breach by Web Designer of any covenant set forth herein would be impossible to ascertain, that the irreparable harm arising out of any breach shall be irrebuttably presumed, and that the remedy at law for any breach will be inadequate to compensate the Client. Consequently, Web Designer agrees that in the event of a breach of any such covenant, in addition to any other relief to which may be entitled, shall be entitled to enforce the covenant by injunctive or other equitable relief ordered by a court of competent jurisdiction.
7. These Covenants shall be interpreted under the laws of the State of _____ . Any legal actions shall be venued in _____ County, State of _____