

## Confidentiality Agreement

This agreement is entered into on \_\_\_\_\_, by and between staging solutions, inc. Its subsidiaries, affiliates and related companies (hereinafter referred to as the "company"), and \_\_\_\_\_, (hereinafter referred to as the "contractor")

### Recitals

Whereas, company has reason to disclose certain confidential information to contractor which may include, but is not limited to its business programs, products, pricing, profit margins, customer lists and other customer information, suppliers, applications, trade secrets, formulas, technologies, processes, components, systems, components, technologies and business topics which company considers highly confidential, proprietary, and of significant value. Employee may be a current, prospective, or former employee, agent, representative, shareholder, owner, officer, director, or heir, successor, assign, or agent; or a supplier, vendor, business affiliate, contractor, consultant, attorney, broker; individual or entity, or agent or representative of an individual or entity, to which company discloses confidential information.

Whereas, company, having disclosed confidential information regarding company to contractor does not desire to have such confidential information utilized by contractor or other parties or disclosed by contractor to others in any way whatsoever, except with the express written permission of company.

Whereas, company desires to bind contractor in an enforceable agreement from any use or disclosure of the confidential information during the term of the agreement and for a substantial period thereafter in order to protect its business.

Now therefore, the parties hereto, intending to be legally bound in consideration of the mutual covenants and agreements set forth, hereby agree as follows:

Confidentiality: "confidential information" as used herein above and throughout this agreement means any and all trade secrets and any and all data or information not generally known outside of company whether prepared or developed by or for company or received by company from any outside source. Without limiting the scope of this definition, confidential information includes any customer files, customer lists, potential or past customer files or lists, co-developer identities; any business, marketing, financial or sales record or reports, business plans, data, budget, policies and procedures, or survey; pricing models or business models, profit margins and any other record, data or information relating to the present or future business, product, processes, theory, technology or service of company whether it is written, oral, audio tapes, video tapes, computer discs, machines, prototypes, designs, specifications, articles of manufacture, drawings, copyrightable works, or human or machine readable documents. All confidential information and copies thereof are the sole property of company.

Nondisclosure: contractor shall:

- Not use any confidential information to compete in any way against company in any commercial activity which may be comparable to the commercial activity associated with company;
- Not directly or indirectly, make known, divulge, publish, reproduce or
- Communicate the confidential information to any person, firm, entity or corporation without the express written consent of company;
- Not use the confidential information for any actual, proposed, or potential personal gain, including but not limited to contacting its existing customers



- Or referring other third parties to its existing customers, vendors, consultants, contractors or agents in order to harm, compete, or discredit the company or to earn any form of commission, credit, discount, favor, or forgiveness of debt;

C) default: if contractor shall breach any provision of this agreement, company shall have the right to pursue any action available under law, including but not limited to prosecuting lawsuit and injunctive relief. In addition, if contractor is under any agreement of compensation, fee arrangement, commission, or other form of benefit, company shall have the immediate and unconditional right to terminate such agreement and hold back all amounts of payments and benefits due contractor.

Governing law: this agreement and all questions relating to its validity, interpretation, performance and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of the state of texas, notwithstanding any conflict-of- laws doctrines of such state or other jurisdiction to the contrary, and without the aid of any canon, custom or rule of law requiring construction against the draftsman.

Severability: in the event any provision of this agreement is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this agreement so as not to cause the invalidity or unenforceability of the remainder of this agreement. All remaining provisions of this agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.

Binding arbitration: any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall first be resolved through third party mediation. If mediation process does not render a successful resolution within 90 days of the controversy or claim being stipulated and delivered by either party, the matter shall then be resolved by binding arbitration conducted under the procedures of the commercial division of the American arbitration association and in accordance with the rules thereof. Any arbitration award shall be final and binding, and judgment upon the award rendered pursuant to such arbitration may be entered in any court of proper jurisdiction. Notwithstanding the foregoing, either party may seek and obtain temporary injunctive relief from any court of competent jurisdiction against any improper disclosure of the confidential information.

in witness whereof, company and contractor have signed this agreement.

_____	_____	_____
Participant Name	Participant Signature	Date
_____	_____	_____
Parent/Guardian Name (if Participant under age 18)	Parent/Guardian Signature	Date
_____	_____	_____
Street Address	City, State, Zip	Phone