

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality & Non-disclosure Agreement (this "Agreement"), dated as of _____, ("Effective Date"), is by and between _____, located at _____ (the "Disclosing Party"), and **CLICK KEEN, LLC**, with and address at _____ with and address at **4701 Patrick Henry Drive, Building 25, Santa Clara, California, US**. (The "Recipient" or the "Receiving Party").

It is understood and agreed to that the parties to this Agreement would each like to provide the other with certain information that may be 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 under this Agreement ("Confidential Information") is defined as follows:

Information that concerns the Disclosing Party's technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, past or present customers, clients, vendors, and business partners, marketing, and current or future business plans and models, strategies, plans, software, methodologies, models, architectures, or other proprietary technology or intellectual property, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.

2. The parties shall use the Confidential Information only for the purpose of assessing and negotiating a business relationship between the parties and fulfilling any and all obligations between the parties pursuant to a separate written agreement between the Parties (the "Purpose").
3. The Receiving Party shall limit disclosure of Confidential Information within its own organization to its directors, officers, partners, employees, agents or independent contractors having a need to know for the Purpose (collectively, "Authorized Parties") provided that such Authorized Parties are subject to written obligations of confidentiality no less restrictive than those imposed by this Agreement. The Receiving Party shall advise Authorized Parties who gain access to the Confidential Information of their obligations with respect to the Confidential Information and be responsible for any breach of this Agreement by any Authorized Party. The Receiving Party (i) shall not disclose Confidential Information to any third party (whether an individual, corporation, or other entity) without the prior written consent of the Disclosing Party. The Receiving Party shall provide the Disclosing Party will full and prompt written notice of any breach in the security or confidentiality of the Confidential Information while in the Receiving Party's possession or control, including a potential breach resulting from unauthorized intrusion.
4. This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon The Receiving Party any rights, license or authority in or to the Confidential Information exchanged, except the limited right to use Confidential Information as specified in paragraph 2. Furthermore and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement to The Receiving Party. All intellectual property rights exclusively belong to The Disclosing Party. Both parties agree that the exclusive owner of the intellectual property of including but not limited to provided information, apps, databases, brands, logos, ideas, source code of programming, graphics, icons belong to Disclosure Party.

5. If there is a breach or threatened breach of any provision of this Agreement, it is agreed and understood that it would cause the Disclosing Party injury for which it would be entitled to seek immediate injunctive relief, in addition to any other rights or remedies available to it. Waiver of any obligation of this Agreement shall not be construed as a waiver of any other obligations irrespective of whether such obligation is similar.
6. 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 California, without regard to any conflicts or law principles.
7. This Agreement will be effective as of the Effective Date and will remain in effect until terminated by either party by the giving of at least thirty (30) days' notice in writing. Notwithstanding the foregoing, the terms of this Agreement will remain in effect with respect to Confidential Information disclosed prior to the effective date of termination (a) for a period of three (3) years from the date of disclosure with respect to Confidential Information that does not qualify as a trade secret under applicable law and (b) with respect to trade secrets, for so long as such Confidential Information remains a trade secret under applicable law.
8. This Agreement may not be assigned by either party without the prior approval of the other, subject to the assignee's assumption of all of the assignor's obligations under this Agreement, except no such approval is required for assignment by either party to a subsidiary or affiliated company or in the event of a transfer by such party in (i) a transaction involving a change in control or (ii) a sale or other disposition of all or substantially all of the assets of the business or operations of such party directly related to this Agreement. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
9. This Agreement may be executed in any number of counterparts, each of which shall constitute an original. The parties agree that if a duly authorized representative of one party signs this Agreement and transmits such Agreement to the other party via facsimile or electronic transmission, and a duly authorized representative of the other party then signs such transmission, this Agreement shall have been validly executed by both parties and such fully signed document, and the facsimile or electronic copy of such document bearing all signatures transmitted to the party that originally signed such document, shall be deemed original documents.

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

By Disclosing Party

Signature: _____
 Name (Printed): _____
 Title: _____
 Phone: _____
 Email: _____

By Receiving Party

Signature: _____
 Name: LEONARDO PINILLA
 Title: Project Manager
 Phone: 408 769 5110
 Email: projects@clickkeen.com