

Non-disclosure Agreement (Standard)



PREPARED FOR
Jaime J Villarreal

PREPARED BY
SPOTMEE

Standard Non-disclosure Agreement

This Non-disclosure Agreement (hereinafter referred to as the **“Agreement”**) is entered into [Effective Date] (hereinafter referred to as the **“Effective Date”**),

By and Between

SPOTMEE (hereinafter referred to as the **“Company”**), having its principal place of address at 5217 Harston Way, Antelope, CA 95843, and;

Jaime J Villarreal (hereinafter referred to as the **“Customer”**), having their place of address at [Customer Address].

Hereinafter, the Company and the Customer shall be collectively referred to as the **“Parties”** and individually as the **“Party.”**

RECITALS.

WHEREAS the Company's role is Oversee the relationship between Users and Hosts, and the Customer's role is to use the platform for what it is intended and;

WHEREAS the Parties wish to come together and discuss the purpose of To not disclose the inner workings, company information or trade secrets to anyone outside of the company (hereinafter referred to as the **“Purpose”**) while maintaining such discussions to be confidential;

AND WHEREAS, the Parties acknowledge that they shall receive information regarding each other's business, practices, or other properties that may be considered confidential.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereby agree as follows:

TERMS AND CONDITIONS.

1. DEFINITIONS.

(a) **Confidential Information:** For the duration of this Agreement, any information the Customer has access to that is not disclosed publicly and is made available only through discussion with the Company shall hereinafter be deemed as **“Confidential Information.”** This includes any information

encompassing but not limited to vendors, pricing, product, technology, or product.

(b) **Third Party:** Any individual or entity apart from the Parties undersigned herein shall hereinafter referred to as the “**Third Party**” unless duly modified upon mutual consent of the Parties.

2. CONFIDENTIALITY OBLIGATION.

In consideration of this Agreement, the Customer shall maintain confidentiality and:

(a) Understand that the information deemed confidential is of value to the Company and shall hold all ongoing information strictly private.

(b) The Agreement binds the Parties to not disclose Confidential Information to Third Party vendors or individuals without the Company's prior written consent.

(c) Neither Party shall modify or copy Confidential Information that is made available to them.

3. EXCLUSIONS FROM CONFIDENTIAL INFORMATION.

The exclusions are as follows:

(a) Known information available within the public or subsequently becomes publicly known through no fault of the Customer;

(b) Information learned by the Customer through legitimate means other than the Company.

4. UNAUTHORIZED DISCLOSURE.

If the Customer discloses any information, partially or as a whole, to any Third Party without the authorization of the Company, the Company shall be permitted to seek suitable remedies, including but not limited to additional legal assistance or termination of this Agreement.

5. NOTICE OF IMMUNITY.

The Customer shall not be held liable under any federal or state law for the disclosure of Confidential Information for the state's best interests and/or pursuant to a court order, where the Customer may:

(a) Share any information to a local government official, either directly or indirectly, or to an attorney; and

(b) Share Confidential Information in case of violation of state law.

6. NON-CIRCUMVENTION.

Upon entering into this Agreement for a period of 5 years, till the conclusion or termination of this Agreement, the Customer shall refrain from engaging in any business made available from the Company or any Third Party.

7. RETURN OF INFORMATION.

Upon the termination of this Agreement, the Customer agrees to return any information deemed confidential in relation to this Agreement. Further, any information that is not returned due to any circumstances shall be destroyed within 5 business day(s) following the termination of this Agreement.

8. RELATIONSHIP OF PARTIES.

This Agreement shall not serve in any instance as an agreement between the Parties for employment. The Customer shall remain as an individual contractor unless otherwise contracted by the Company directly and shall pay all federal and local taxes due for funds received.

9. ARBITRATION.

In the event of any dispute arising in and out of this Agreement between the Parties, it shall be resolved by arbitration. There shall be 0 arbitrator(s) who shall be appointed by N/A. The venue of Arbitration shall be N/A, and the Seat shall be N/A. The arbitrators' decision shall be final and binding on both the Parties.

10. NOTICES.

Any notices required or permitted by this Agreement shall be in writing and delivered by certified mail or courier to the mentioned address.

11. TERM AND TERMINATION.

This Agreement shall commence from the Effective Date and shall prevail for 5 years if the termination is not requested by either Party. The confidentiality obligations shall survive the termination of this Agreement.

12. SEVERABILITY.

In the event that any provision of this Agreement is deemed to be invalid or unenforceable, in whole

or in parts, that part shall be severed from the remainder of this Agreement, and all other provisions shall remain in full force and effect as valid and enforceable.

13. GOVERNING LAW.

The Parties agree that this Agreement shall be governed by the laws of California. In the event the Parties do business in different states, this Agreement shall be governed by the laws of California.

14. INDEMNIFICATION.

Without any prejudice regarding any other right available to the Company in law or under equity, the Customer shall be responsible for indemnifying, defending, and holding the Company, successor, or affiliates harmless from any damages, loss, claims, actions, judgment, penalties, deficiencies, cause of action, or other costs or expenses, that shall include legal and attorney fees and expenses.

15. ENTIRE AGREEMENT.

The Parties acknowledge that this Agreement sets forth and represents the entire agreement between both Parties. If the Parties are willing to change/add/modify any terms, they shall be in writing and signed by both Parties.

ACCEPTANCE AND SIGNATURE.

IN WITNESS WHEREOF, the Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

Jaime J Villarreal

SPOTMEE

Name:

Name:

Signature:

Signature:

Date:

Date: