

# **CONFIDENTIALITY AGREEMENT**

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This Confidentiality Agreement (“Agreement”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between PROTEGGA LLC, a Texas corporation (“PROTEGGA”) and \_\_\_\_\_, a(n) \_\_\_\_\_ (“Client”), herein known as the “parties” or “party”.

1. This Agreement shall apply to all confidential and proprietary information disclosed by the parties to each other or otherwise discovered over the course of the engagement, including, without limitation, all mailing lists, financial data, data model(s), product designs, capabilities, specifications, program code, software systems and processes, information regarding existing and future technical, business and marketing plans and product strategies, and the identity of actual and potential customers, data providers and suppliers (hereinafter referred to as “Confidential Information”). Confidential Information may be written, oral, recorded, or contained on tape or on other electronic or mechanical media.
2. “Confidential Information” shall not include information which (a) was already known to the receiving party prior to the time that it is disclosed to such party hereunder; (b) is in or has entered the public domain through no breach of this Agreement or other wrongful act of the receiving party; (c) has been rightfully received from a third party without breach of this Agreement; (d) has been approved for release by written authorization of the disclosing party; or (e) is required to be disclosed pursuant to the final binding order of a governmental agency or court of competent jurisdiction, provided that the disclosing party has been given reasonable notice of the pendency of such an order and the opportunity to contest it.
3. Each party agrees to hold the other’s Confidential Information in strict trust and confidence and not to disclose such Confidential Information to any third party or to use it for any purpose other than as specifically authorized by the other party. Each party agrees that it will employ all reasonable steps to protect the Confidential Information of the other party from unauthorized or inadvertent disclosure, including without limitation all steps that it takes to protect its own information that it considers proprietary.
4. Each party shall be deemed to be the owner of all Confidential Information disclosed by it hereunder, including all patent, copyright, mask work, trademark, service mark, trade secret and any and all other proprietary rights and interests therein, and PROTEGGA and Client each agree that nothing contained in this Agreement shall be construed as granting any rights, by license or otherwise, in or to any Confidential Information disclosed pursuant to this Agreement.
5. If any provision of this Agreement or any portion of any such provision shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect, and the provision or portion thereof affected by such holding shall be modified, if possible, so that it is enforceable to the maximum extent permissible.
6. This Agreement shall continue until terminated in writing by either party; provided, however, that the obligation to protect the confidentiality of all Confidential Information disclosed by the parties to each other prior to such termination shall survive the termination of the Agreement. This Agreement shall not be terminated or superseded by any future agreement between the parties hereto, unless such subsequent agreement specifically so provides by an express reference to this Agreement.
7. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles, and shall benefit and be binding upon the parties hereto and their respective successors and assigns.
8. This Agreement does not create any agency or partnership relationship. This Agreement will not be assignable or transferable without the prior written consent of the other party. All additions or modifications to this Agreement must be made in writing and must be signed by all parties.
9. No failure or delay by either party in exercising any right under this Agreement will operate as a waiver of such right or any other right under this Agreement. Any waiver must be in writing and signed by PROTEGGA and the Client in order to be effective.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized representatives as of the date first written above. Each party warrants that it has the right to disclose its Confidential Information.

\_\_\_\_\_  
**PROTEGGA LLC**

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Title)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Title)