

## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“Agreement”) is made and effective the \_\_\_ Day of \_\_\_\_\_, 20\_\_\_ by and between **Let Honey Do It, Inc. Doing Business as Mortgage Signers** (“Corporation”) and \_\_\_\_\_ (“Recipient”) \_\_\_\_\_ (signature)

### 1. Confidential Information.

Corporation proposes to disclose certain of its confidential and proprietary information (the “Confidential Information”) to Recipient. Confidential Information shall include all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to Recipient by Corporation. Nothing herein shall require Corporation to disclose any of its information.

### 2. Recipient’s Obligations.

A. The Recipient agrees: (i) to hold the Corporations Proprietary Information in confidence and to take reasonable precautions to protect such Proprietary Information (including, without limitation, all precautions the Recipient employs with respect to its confidential materials), (ii) not to divulge any such Proprietary Information or any information derived there from to any third person unless required by any proper legal authority - in which case, Recipient will, if practicable, provide prior notice to Corporation to permit defense against such disclosures, (iii) not to make any use whatsoever at any time of such Proprietary Information except to evaluate internally its relationship with the Corporation, (iv) not to copy or reverse engineer any such Proprietary Information, (v) shall not use the Confidential Information other than for the purposes of its business with Corporation and shall disclose it only to its officers, directors, or employees with a specific need to know. (vi) not to disclose, publish or otherwise reveal any of the Confidential Information to any other party whatsoever except with the specific prior written authorization of Corporation.

B. Confidential Information furnished in tangible form shall not be duplicated by Recipient except for purposes of this Agreement. Upon the request of Corporation, Recipient shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request. At Recipient’s option, any documents or other media developed by the Recipient containing Confidential Information may be destroyed by Recipient. Recipient shall provide a written certificate to Corporation regarding destruction within ten (10) days thereafter.

### 3. No License.

Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of Confidential Information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts. Confidential Information may pertain to prospective or unannounced products. Recipient agrees not to use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product.

Recipient agrees, until the termination of this Agreement and for five (5) years thereafter, not to disrupt, damage, impair or interfere with the business of the other by soliciting in any way the client or clients of the disclosing party.

4. Governing Law and Equitable Relief.

This Agreement shall be governed and construed in accordance with the laws of the United States and the State of California and Recipient consents to the exclusive jurisdiction of the state courts and U.S. federal courts located there for any dispute arising out of this Agreement. Recipient agrees that in the event of any breach or threatened breach by Recipient, Corporation may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect Corporation against any such breach or threatened breach.

5. No Implied Waiver.

Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

AGREED TO AND ACCEPTED

("Recipient")

(Corporation) Let Honey Do It !, Inc.  
DBA Mortgage Signers

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Devra Kronfeld

Title: Independent Contractor

Title: Corporation / President

Date: \_\_\_\_\_

Date: \_\_\_\_\_