

PRIVACY STATEMENT AND CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (the "Agreement") dated this DATE

BETWEEN: NOWCERTS, LLC of 1338 S Foothill Dr, Salt Lake City, UT 84108 (the "Service Provider") OF THE FIRST PART –AND- CLIENT of 123 State Str, City, ST 00000 (the "Subscriber") OF THE SECOND PART

BACKGROUND:

1. The Service Provider is currently or may be retained as an independent Service Provider with the Subscriber for providing professional services as described in the: Outsource CSR agreement. In addition to these services (the "Retainer"), this Agreement also covers any other services or responsibility now or later held with the Subscriber.
2. The Service Provider will have access to certain data and business practices owned by the Subscriber that will be regarded as Confidential Information as a result of the Retainer (the 'Permitted Purpose').

IN CONSIDERATION OF and as a condition of the Subscriber retaining the Service Provider and the Subscriber providing the Confidential Information to the Service Provider in addition to other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Confidential Information

1. The Service Provider acknowledges in any position the Service Provider's staff may hold, in and as a result of the Service Provider's retainer by the Subscriber, the Service Provider will, or may, be making use of, acquiring or adding to information about certain matters and things which are confidential to the Subscriber and which information is the exclusive property of the Subscriber, including, without limitation:
 - a. 'Confidential Information' means all data and information relating to the business and management of the Subscriber, including proprietary and trade secret technology and accounting records to which access is obtained by the Service Provider, including Client and Customer Lists, Financial and Accounting records, Work Product, Business Strategies, Other Proprietary Data, Business Operations, Computer Software, Computer Technology and Marketing and Development Operations. Confidential Information will also include any information that has been disclosed by a third party to the Subscriber and governed by a non-disclosure agreement entered into between the third party and the Subscriber. Confidential Information will not include information that:
 - i. is generally known in the industry of the Subscriber;
 - ii. is now or subsequently becomes generally available to the public through no wrongful act of the Service Provider;
 - iii. the Service Provider rightfully had in its possession prior to receiving the Confidential Information from the Subscriber;

- iv. is independently created by the Service Provider without direct or indirect use of the Confidential Information; or;
- b. 'Work Product' means work product resulting from or related to work or projects performed or to be performed for the Subscriber or for clients of the Subscriber, of any type or form in any stage of actual or anticipated research and development;
- c. 'Business Strategies' means processes used in the creation, production and manufacturing of the Work Product, including but not limited to marketing techniques and materials, business partners, work-flow processes and procedures, equipment, devices, programs, and designs;
- d. 'Other Proprietary Data' means information relating to the Subscriber's proprietary rights prior to any public disclosure of such information, including but not limited to the nature of the proprietary rights, production data, underwriters and brokers information, the status and details of appointments and development of products and services, and information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, copyrights and trade secrets);
- e. 'Business Operations' means internal personnel and financial information, vendor names and other vendor information (including vendor characteristics, services and agreements), purchasing and internal cost information, internal services and operational manuals, and the manner and methods of conducting the Subscriber's business;
- f. 'Computer Software' means all sets of statements, instructions or programs, whether in human readable or machine readable form, that are expressed, fixed, embodied or stored in any manner and that can be used directly or indirectly in a computer ('Computer Programs'); any report format, design or drawing created or produced by such Computer Programs; and all documentation, design specifications and charts, and operating procedures which support the Computer Programs;
- g. 'Computer Technology' means all scientific and technical information or material pertaining to any machine, appliance or process, including specifications, proposals, models, designs, formulas, test results and reports, analyses, simulation results, tables of operating conditions, materials, components, industrial skills, operating and testing procedures, shop practices, know-how and show-how;
- h. 'Marketing and Development Operations' means marketing and development plans, price and cost data, commissions and fee amounts, invoicing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of the Subscriber which have been or are being discussed; and
- i. 'Client and Customers' means names of customers and their representatives, contracts and their contents and parties, customer services, data provided by customers and the type, quantity and specifications of products and services purchased, leased, licensed or received by clients of the Subscriber.

Confidential Obligations

- 2. Except as otherwise provided in this Agreement, the Service Provider must keep the Confidential Information confidential.

3. Except as otherwise provided in this Agreement, the Confidential Information will remain the exclusive property of the Subscriber and will only be used by the Service Provider for the Permitted Purpose. The Service Provider will not use the Confidential Information for any purpose that might be directly or indirectly detrimental to the Subscriber or any of its affiliates or subsidiaries.
4. The obligations to ensure and protect the confidentiality of the Confidential Information imposed on the Service Provider in this Agreement and any obligations to provide notice under this Agreement will survive the expiration or termination, as the case may be, of this Agreement and will continue for a period of twenty (20) years from the date of such expiration or termination.
5. The Service Provider may disclose any of the Confidential Information:
 - a. to such of its employees, agents, representatives and advisors that have a need to know for the Permitted Purpose provided that:
 - i. the Service Provider has informed such personnel of the confidential nature of the Confidential Information;
 - ii. such personnel agree to be legally bound to the same burdens of confidentiality and non-use as the Service Provider;
 - iii. the Service Provider agrees to take all necessary steps to ensure that the terms of this Agreement are not violated by such personnel; and
 - iv. the Service Provider agrees to be responsible for and indemnify the Subscriber for any breach of this Agreement by its personnel.
 - b. to a third party where the Subscriber has consented in writing to such disclosure; and
 - c. to the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body.

Avoiding Conflict of Opportunities

6. It is understood and agreed that any business opportunity relating to or similar to the Subscriber's current or anticipated business opportunities coming to the attention of the Service Provider during the Service Provider's retainer is an opportunity belonging to the Subscriber. Accordingly, the Service Provider will advise the Subscriber of the opportunity and cannot pursue the opportunity, directly or indirectly, without the written consent of the Subscriber.
7. Without the written consent of the Subscriber, the Service Provider further agrees not to:
 - a. solely or jointly with others undertake or join any planning for or organization of any business activity competitive with the current or anticipated business activities of the Subscriber; and
 - b. directly or indirectly, engage or participate in any other business activities which the Subscriber, in its reasonable discretion, determines to be in conflict with the best interests of the Subscriber.

Non-Solicitation

8. Any attempt on the part of the Service Provider to induce others to leave the Subscriber's employ, or any effort by the Service Provider to interfere with the Subscriber's relationship with its other employees and Service Providers would be harmful and damaging to the Subscriber. The Service Provider agrees that during the term of the Retainer and for a period of twenty (20) years after the end of term of the Retainer, the Service Provider will not in any way, directly or indirectly:
 - a. induce or attempt to induce any employee or Service Provider of the Subscriber to quit employment or retainer with the Subscriber;
 - b. otherwise interfere with or disrupt Subscriber's relationship with its employees and Service Providers;
 - c. discuss employment opportunities or provide information about competitive employment to any of the Subscriber's employees or Service Providers; or
 - d. solicit, entice, or hire away any employee or Service Provider of the Subscriber.

This obligation will be limited in scope to those persons that were employees or Service Providers of the Subscriber at the same time that the Service Provider was retained by the Subscriber.

Non-Competition

9. Other than through employment with a bona-fide independent party, or with the express written consent of the Subscriber, which will not be unreasonably withheld, the Service Provider will not, during the continuance of this Agreement or within twenty (20) years after the termination or expiration, as the case may be, of this Agreement, be directly or indirectly involved with a business which is in direct competition with the particular business line of the Subscriber that the Service Provider was working during any time in the last year of retainer with the Subscriber.
10. For a period of twenty (20) years from the date of termination or expiration, as the case may be, of the Retainer, the Service Provider will not divert or attempt to divert from the Subscriber any business the Subscriber had enjoyed, solicited, or attempted to solicit, from its customers, prior to termination or expiration, as the case may be, of the Retainer.

Ownership and Title

11. The Service Provider acknowledges and agrees that all rights, title and interest in any Confidential Information will remain the exclusive property of the Subscriber. Accordingly, the Service Provider specifically agrees and acknowledges that the Service Provider will have no interest in the Confidential Information, including, without limitation, no interest in know-how, copyright, trademarks or trade names, notwithstanding the fact that the Service Provider may have created or contributed to the creation of the same.
12. The Service Provider does hereby waive any moral rights that the Service Provider may have with respect to the Confidential Information.

13. This Agreement will not apply in respect of any intellectual property, process, design, development, creation, research, invention, know-how, trade names, trademarks or copyrights for which:
- a. no equipment, supplies, facility or Confidential Information of the Subscriber was used,
 - b. was developed entirely on the Service Provider's own time, and
 - c. does not:
 - i. relate to the business of the Subscriber,
 - ii. relate to the Service Provider's actual or demonstrably anticipated processes, research or development or
 - iii. result from any work performed by the Service Provider for the Subscriber.
14. The Service Provider agrees to immediately disclose to the Subscriber all Confidential Information developed in whole or in part by the Service Provider during the term of the Retainer and to assign to the Subscriber any right, title or interest the Service Provider may have in the Confidential Information. The Service Provider agrees to execute any instruments and to do all other things reasonably requested by the Subscriber (both during and after the term of the Retainer) in order to vest more fully in the Subscriber all ownership rights in those items transferred by the Service Provider to the Subscriber.

Remedies

15. The Service Provider agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any failure to maintain the confidentiality of the Confidential Information in breach of this Agreement cannot be reasonably or adequately compensated for in money damages and would cause irreparable injury to the Subscriber. Accordingly, the Service Provider agrees that the Subscriber is entitled to, in addition to all other rights and remedies available to it at law or in equity, an injunction restraining the Service Provider, any of its personnel, and any agents of the Service Provider, from directly or indirectly committing or engaging in any act restricted by this Agreement in relation to the Confidential Information.

Return of Confidential Information

16. The Service Provider agrees that, upon request of the Subscriber, or in the event that the Service Provider ceases to require use of the Confidential Information, or upon expiration or termination of this Agreement, or the expiration or termination of the Retainer, the Service Provider will turn over to the Subscriber all documents, disks or other computer media, or other material in the possession or control of the Service Provider that:
- a. may contain or be derived from ideas, concepts, creations, or trade secrets and other proprietary and Confidential Information as defined in this Agreement; or
 - b. is connected with or derived from the Service Provider's services to the Subscriber.

Notices

17. In the event that the Service Provider is required in a civil, criminal or regulatory proceeding to disclose any part of the Confidential Information, the Service Provider will give to the Subscriber prompt written notice of such request so the Subscriber may seek an appropriate remedy or alternatively to waive the Service Provider's compliance with the provisions of this Agreement in regards to the request.
18. If the Service Provider loses or fails to maintain the confidentiality of any of the Confidential Information in breach of this Agreement, the Service Provider will immediately notify the Subscriber and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.
19. Any notices or delivery required in this Agreement will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Agreement or as the parties may later designate in writing.
20. The address for any notice to be delivered to any of the parties to this Agreement is as follows:
 - a. CLIENT:
Address
 - b. NowCerts, LLC:
1338 S Foothill Dr, Salt Lake City, UT 84108

Representations

21. In providing the Confidential Information, the Subscriber makes no representations, either expressly or impliedly as to its adequacy, sufficiency, completeness, correctness or its lack of defect of any kind, including any patent or trademark infringement that may result from the use of such information.

Termination

22. This Agreement will automatically terminate on the date that the Service Provider's Retainer with the Subscriber terminates or expires, as the case may be. Except as otherwise provided in this Agreement, all rights and obligations under this Agreement will terminate at that time.

Assignment

23. Except where a party has changed its corporate name or merged with another corporation, this Agreement may not be assigned or otherwise transferred by either party in whole or part without the prior written consent of the other party to this Agreement.

Amendments

24. This Agreement may only be amended or modified by a written instrument executed by both the Subscriber and the Service Provider.

Governing Law

25. This Agreement will be construed in accordance with and governed by the laws of the State of Utah.

General Provisions

26. Time is of the essence in this Agreement.
27. This Agreement may be executed in counterparts.
28. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
29. The clauses, paragraphs, and subparagraphs contained in this Agreement are intended to be read and construed independently of each other. If any part of this Agreement is held to be invalid, this invalidity will not affect the operation of any other part of this Agreement.
30. The Service Provider is liable for all costs, expenses and expenditures including, and without limitation, the complete legal costs incurred by the Subscriber in enforcing this Agreement as a result of any default of this Agreement by the Service Provider.
31. The Subscriber and the Service Provider acknowledge that this Agreement is reasonable, valid and enforceable. However, if a court of competent jurisdiction finds any of the provisions of this Agreement to be too broad to be enforceable, it is the intention of the Subscriber and the Service Provider that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable, bearing in mind that it is the intention of the Service Provider to give the Subscriber the broadest possible protection to maintain the confidentiality of the Confidential Information.
32. No failure or delay by the Subscriber in exercising any power, right or privilege provided in this Agreement will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in this Agreement.
33. This Agreement will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns, as the case may be, of the Subscriber and the Service Provider.
34. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.

(signatures separately on next page)

IN WITNESS WHEREOF CLIENT and NowCerts, LLC have duly affixed their signatures under hand and seal on this DATE.

CLIENT(Subscriber)

Per: _____ (SEAL)

NowCerts, LLC (Service Provider)

Per: _____ (SEAL)