

## CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made effective as of March 1, 2007, by and between Sedaa Consulting 1232 Monticello Road, Lafayette, California 94549 (“**Sedaa**”), and \_\_\_\_\_, address \_\_\_\_\_, (“**Consultant**”), as set forth herein.

1. **Confidential Information; Purpose.** This Agreement concerns the disclosure by Sedaa to \_\_\_\_\_ of certain information of a confidential or proprietary nature (the “**Confidential Information**”) in connection with the parties’ discussions relating to evaluating the suitability of entering into a business relationship (the “**Purpose**”).
2. Sedaa and Consultant find it necessary to conduct certain business affairs, which make it both necessary and desirable that Sedaa disclose to Consultant certain confidential and proprietary information. Proprietary information may include, but is not limited to the following: certain computer code; the sequence, structure, organization and/or user interface of a multi-media presentation, design or creation; a description of certain ideas and concepts; written presentations; slides; documentation; specifications; techniques; plans; methods; processes; client or Sedaa objectives; internal Sedaa documents; financial information; Sedaa or client data; Sedaa or Consultant’s billing rates; and information pertaining to or belonging to Sedaa or its customers/clients (“**Information**”).
3. **Confidentiality and Use Restrictions.** All materials including, without limitation, samples, documents, drawings, models, apparatus, sketches, designs, slides, photographs, lists, data and other items furnished to Consultant by Sedaa shall remain the property of Sedaa and shall be returned to Sedaa promptly at its request, along with all copies thereof. No copies or summaries shall be maintained by Consultant either in hard copy or on magnetic media or in a memory storage device absent written authorization from Sedaa to do so. Consultant shall maintain the Confidential Information in confidence. Consultant shall use the Confidential Information solely in connection with the Purpose, unless otherwise mutually agreed in writing. Consultant shall confine its dissemination of Confidential Information only to those individuals within Sedaa organization or its consultants who have a need to evaluate the information for the performance of the Purpose and who are bound to obligations of confidentiality and non-use at least as strict as those contained herein.
4. **Property of Sedaa.** Sedaa represents and warrants that the Confidential Information is the property of Sedaa and that the disclosure thereof to the Consultant does not violate the rights of any third party. Consultant agrees that the Confidential Information shall at all times remain the property of Sedaa. Nothing in this Agreement shall be construed as a license or grant to the Consultant by Sedaa of any patent or other rights in or arising out of the Confidential Information.
5. **Exceptions.** Consultant’s obligations hereunder shall not apply to any part of the disclosure which: (a) is or becomes publicly known other than through breach of this Agreement by Consultant; (b) is received by Consultant in good faith from any third party not under obligation of confidentiality to Sedaa; (c) is in Consultant’s rightful possession prior to disclosure by Sedaa hereunder; (d) is independently developed by Consultant as evidenced by contemporaneous written record; or (e) Consultant is required to divulge either by a court of law or in order to comply with any federal, state or local law or regulation (after providing Sedaa with reasonable notice of such requirement to divulge and with an opportunity to obtain a protective order).
6. **Term.** This Agreement and Consultant’s obligations herein shall remain in effect for a period of seven (7) years from the effective date indicated above.

7. **Assignment.** This Agreement may not be assigned or transferred without the prior written consent of both parties, which consent shall not be unreasonably withheld; *provided, however*, that Sedaa may assign this Agreement to any person or entity which contracts or acquires all or part of its business, contracts, or assets (or of the business division or product line of Sedaa to which the Confidential Information and/or Purpose primarily relates).
8. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California without regard to its choice of law principles.
9. **Entire Agreement; Modification.** This Agreement may not be amended, modified or released except by a written instrument signed by an authorized representative of each party.
10. **Attorneys' Fees.** In the event of any proceeding or lawsuit is brought by Sedaa or Customer/client in connection with this Agreement, the prevailing party in such proceeding shall be entitled to receive its costs, expert witness fees and reasonable attorneys' fees, including costs and fees on appeal.
11. **Injunctive Relief.** It is understood and agreed that, notwithstanding any other provisions of this Agreement, breach of the Confidential Information provisions under this Agreement will cause Sedaa irreparable damage for which recovery of money damages would be inadequate, and that Sedaa shall therefore be entitled to obtain timely injunctive relief to protect Sedaa's rights under this Agreement.
12. **Severability.** In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decision.
13. **Notices.** Any notices under this Agreement shall be sent by certified mail, registered mail, return receipt requested, or by express courier having electronic package tracking facilities, to the address specified below or such other address as the party specifies in writing. Such notice will be effective upon its mailing as specified.
14. **Waiver.** No waiver by Sedaa of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by Sedaa of any right under this Agreement shall be construed as a waiver of any other right. Sedaa shall not be required to give notice to enforce strict adherence to all terms of this Agreement.
15. **Equitable Remedies.** Because the Services are personal and unique and because Consultant will have access to Confidential Information of Sedaa, Sedaa will have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief without prejudice to any other rights and remedies that Sedaa may have for a breach of this Agreement.
16. **Entire Agreement; Modification.** This Agreement, together with each applicable Exhibit executed by the parties, constitutes the complete and exclusive understanding and agreement of the parties and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof. The terms and conditions of any invoice, purchase order or other instrument issued by either party in connection with this Agreement which add to or differ from the terms and conditions of this Agreement shall be of no force or effect. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by the parties hereto.



eassadi@sedaa.net (925)922-1316

**Independent Consultant**

By: \_\_\_\_\_  
Authorized Representative

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

Title: \_\_\_\_\_

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

**Sedaa Consulting**