

**Non-Disclosure/Non-Interference/Confidentiality Agreement**

(Interested Party(s)/Saying-Hello)

**NON-DISCLOSURE/NON-INTERFERENCE AND CONFIDENTIALITY AGREEMENT** (hereinafter referred to as the “Agreement”) made as of the: \_\_\_\_\_ (date) by and between **Taraworks Inc. on behalf of, Saying-Hello.com.**, (hereinafter collectively referred to as “Saying-Hello” or the “Company”) and \_\_\_\_\_ (**name**), as individual(s), and hereinafter referred to as “Interested Party(s)”.

**WHEREAS**, The Company and Interested Party(s) both desire a binding agreement specifying the parties legal and business rights and obligations arising from the exploration of a possible interest in the Company’s services;

**WHEREAS**, Interested Party(s) does hereby represent and promise that they have no interest in using any and all information he/she/they may hereby become privy to through the testing process to harm the Company;

**WHEREAS**, The Company is engaged in the specialized business of creating a communication platform that connects the online community with offline populations with both a local and eventual world-wide potential impact and presence;

**WHEREAS**, Prior to entering this Agreement and during the exploration period, Interested Party(s) shall have access to and become familiar with various trade secrets and proprietary and confidential information of The Company;

**WHEREAS**, The Company has expended substantial efforts and resources to develop and secure unique, valuable and confidential proprietary information and trade secrets, including but not limited to technology frameworks, marketing plans, business and pricing strategies, for use in supplying to its clients and consumers superior communication and coaching services and other related goods and/or services;

**WHEREAS**, any restrictions set forth in this Agreement, are fair and reasonable and are reasonably required for the protection of the legitimate business interests of the Company, its clients, customers, business partners, business sources, and/or service providers.

**NOW, THEREFORE**, in consideration of the foregoing agreements and covenants hereinafter set forth, and other valuable consideration including the Company’s willingness to disclose to Interested Party(s) trade secrets, technology frameworks, processes and proprietary and confidential information of the Company; the receipt, and adequacy of which are hereby acknowledged, and intending to be legally bound thereby, the Company and Interested Party(s) agree as follows:

**1. CONFIDENTIALITY/NON-DISCLOSURE & RETURN OF MATERIALS:**

Interested Party(s) acknowledges that the Company has excelled in its efforts to maintain and develop goodwill with its clients, customers, business sources, or developers to develop new programs, services, and marketing approaches which satisfy its current and prospective customers. Interested Party(s) further recognizes that in order to retain the competitive advantage which results from these efforts, the information concerning certain business affairs of the Company must be

held in the strictest of confidence by Interested Party(s) and all of its employees, affiliates, business partners, agents, contractors, and subcontractors

Therefore, Interested Party(s) further agree as follows:

a. Throughout the course of this Agreement, Interested Party(s) may become privy to confidential business information of the Company, its clients, customers, business sources or suppliers and business partners. Confidential information includes data and information relating to the business of the Company, its clients, customers, business sources, or business partners which is or has been disclosed to Interested Party(s) or which Interested Party(s) became aware as a consequence of or through entering this Agreement, and which has value to the Company, its clients, customers, business sources, or business partners but is not generally known to the public. Confidential information shall not include any data or information that has been voluntarily disclosed to the public by the Company, its clients, customers, business sources, and business partners, except where such disclosure has been made to Subcontractor in an unauthorized manner, or that has been independently developed and disclosed by others, or that otherwise enters the public domain through lawful means;

b. For purposes of this Agreement, a "Trade Secret" is any information including, but not limited to, technical or non-technical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, , business and/or product plans, or a list of actual or potential customers or supplier and/or business sources which (i) derives economic value, actual or potential, from not being generally known to, and not readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Interested Party(s) agree that so long as any such information retains its character as a legal trade secret, Interested Party(s) will not misappropriate, disclose or publish such information to any person or entity, without the prior express written authorization of the Company;

c. Interested Party(s) agree that they shall, at all times, and for a period of eighteen (18) months from the execution date of this Agreement, keep in confidence and trust all Confidential Information received through the relationship with the Company regardless of whether the Interested Party(s) decides to engage in business or not. Interested Party(s) agree that they will not, directly or indirectly, without the prior written consent of the Company, disclose or misappropriate any confidential information of the Company, its clients, customers, business partners, business sources, financial institutions, or developers, for contractor's own use or for the use of the other person, corporation, partnership, firm or entity, except as the Company first expressly authorizes in writing;

d. At any time requested, during the course of this Agreement or thereafter, Interested Party(s) will return all physical or electronic records, documents or other materials and all copies of any records, documents or other materials containing, comprising or relating to the Company, its clients, customers, business partners, business sources, or developers, confidential or proprietary information or trade secrets which Interested Party(s) obtain, at any time, during the course of this Agreement.

2. **NON-INTERFERENCE WITH COMPANY'S BUSINESS.** During, and for a period of eighteen (18) months for the execution date of this Agreement, Interested Party(s) agrees not to solicit or induce any employee or independent contractor or client or Subcontractor to terminate or breach an employment, contractual, or other relationship with the Company.

3. **EQUITABLE REMEDIES.** The parties recognize that a breach of any of the covenants contained herein would be deemed irreparable harm for which there is no adequate remedy at law and which would result in damages to the non-breaching party and the non-breaching party could not be adequately compensated for such damages by monetary award. Accordingly, each party agrees that, in the event of any such breach and in addition to all other remedies available to the non-breaching party at law or in equity, the non-breaching party shall be entitled to apply to a court of competent jurisdiction of such relief by way of restraining order, injunction, decree or otherwise as may be appropriate to ensure compliance with the provisions of this agreement.

4. **ATTORNEYS' FEES:** If court proceedings are required to enforce any provision or to remedy any breach of this Agreement, the prevailing party shall be entitled to an award of reasonable and necessary expenses of litigation, including reasonable attorneys' fees and costs.

5. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the principles of conflict of laws thereof. Interested Party(s) hereby submit to the exclusive jurisdiction and venue of the courts of the Ulster County Court for purposes of any legal proceeding.