

## CONFIDENTIALITY AGREEMENT WITH NON-SOLICITATION AND NON-COMPETE PROVISIONS

THIS CONFIDENTIAL AGREEMENT (this "Agreement") is made and entered into as of \_\_\_\_\_  
by and between **KAEKO, Inc.**, 451 N. Dean Ave, Chandler, AZ 85226, and \_\_\_\_\_.

1. Evaluation Material; Representatives. The Parties are considering a possible transaction or series of transactions (the "Transaction"), and in order to assist the each Party in evaluating the Transaction and the receiving Party's ability to perform the Transaction, each Party is prepared to make available to the other Party certain confidential, non-public or proprietary information concerning the business, operations, assets or other information (the "Evaluation Material"). As a condition to the Evaluation Material being furnished, each Party and its directors, officers, partners, employees, agents, advisors, attorneys, accountants, consultants, sub-contractors or any other representative of the such Party (collectively, "Representatives") agrees to treat the Evaluation Material in accordance with the provisions of this Agreement and to take or abstain from taking certain other actions hereinafter set forth.
2. Excluded Information. The Evaluation Material shall not include information that (i) is or becomes publicly available other than as a result of acts by the receiving Party in breach of this Agreement or (ii) is in the receiving Party's possession prior to disclosure by the disclosing Party or is independently derived by the receiving Party without the aid, application or use of the Evaluation Material.
3. Non-Disclosure of Evaluation Material. Each Party and its Representatives shall use the Evaluation Material solely for the purpose of evaluating a possible Transaction between the Parties. Each Party shall keep the Evaluation Material confidential and shall not disclose any of the Evaluation Material in any matter whatsoever; provided, however, that (i) such Party may make any disclosure of information contained in the Evaluation Material to which the disclosing Party gives its prior written consent, and (ii) any information contained in the Evaluation Material may be disclosed to the receiving Party's Representatives who reasonably need to know such information for the purpose of evaluating a possible Transaction with the disclosing Party and who agree in writing to keep such information confidential. The receiving Party shall be responsible for any breach of this Agreement by any of its Representatives.
4. Return of Evaluation Material. Promptly upon the written request of the either Party, the other Party will return all copies of the Evaluation Material to the disclosing Party. All notes, studies, reports, memoranda and other documents prepared by the receiving Party or its Representatives that contain or reflect the Evaluation Material shall, if requested by the disclosing Party, be destroyed.
5. Subpoena or Court Order. In the event that either Party or anyone to whom it discloses the Evaluation Material in accordance with this Agreement receives a request to disclose all or any part of the Evaluation Material under the terms of a subpoena or other order issues by a court of contempt jurisdiction or by another governmental agency, the such Party shall (i) promptly notify the disclosing Party of the existence, terms and circumstances surrounding such a request, (ii) consult with the disclosing Party on the advisability of taking steps to resist or narrow such request, (iii) if disclosure of such Evaluation Material is required, furnished only such portion of the Evaluation Material as the receiving Party is advised by counsel is legally required to be disclosed, and (iv) cooperate with the disclosing Party, at the disclosing Party's expense, in its efforts to obtain an order or other reliable

assurance that confidential treatment will be accorded to such portion of the Evaluation Material that is required by law to be disclosed.

6. Remedies. Each Party acknowledges that in the event of any breach of this Agreement, the disclosing Party could not be made whole by monetary damages. Accordingly, the disclosing Party, in addition to any other remedy to which it may be entitled to law or in equity, shall be entitled to an injunction to prevent breaches of this Agreement, and to an order compelling specific performance of this Agreement.
7. Non-Solicitation. Each Party agrees not to solicit employees or contractors of the other Party for employment for the duration of this Agreement and for six (6) months following the termination of this agreement.
8. Non-Compete. For the duration of this Agreement and six (6) months thereafter, neither Party shall compete with the other for business with any clients disclosed or introduced by the other Party. All business done with clients will be contracted through the Party who provided the disclosure or introduction, unless the Parties hereto agree otherwise, in writing, before approaching the client. Any solicitation or direct business with the other Party's clients is against the spirit of this Agreement.
9. Entire Agreement. This Agreement represents the entire understanding and agreement of the Parties hereto and may be modified or waived only by a separate writing expressly so modifying or waiving this Agreement.
10. Governing Law. This Agreement shall be governed by and construed under and in accordance with the laws of the State of Arizona. This Agreement is performable in Maricopa County, Arizona.
11. Captions. The captions contained in this Agreement are for convenience only and shall not affect the construction or interpretation of any provisions of this Agreement.
12. Binding Effect. This Agreement shall be binding upon, and will inure to the benefit of, the Parties hereto and their respective heirs, legal representatives, successors or assigns.
13. Construction. This Agreement shall be construed without presumption of any rule requiring construction to be made against the Party causing same to be drafted.
14. Authority. Each person executing this Agreement, by his or her execution hereof, represents and warrants that they are fully authorized to do so, and that no further action or consent on the part of the Party for whom they are acting is required to cause the effectiveness and enforceability of this Agreement against such Party following such execution.
15. Term. This Agreement shall become effective upon execution by both Parties hereto. Either party may terminate this Agreement at any time upon written notice to the other Party. Notwithstanding any termination of this Agreement, (a) the rights of the disclosing Party and the obligations of the receiving Party with respect to the disclosing Party's Evaluation Material that is disclosed prior to the termination of this Agreement shall survive for a period terminating on the date that is five (5) years from the date of such termination, and (b) Sections 6 and 7 of this Agreement shall remain in effect after the termination of this Agreement as stipulated in those sections.
16. Counterparts. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.

**KAEKO, INC.** (Company)\_\_\_\_\_  
Signature\_\_\_\_\_  
Signature\_\_\_\_\_  
Name & Title (Typed or Printed)\_\_\_\_\_  
Name & Title (Typed or Printed)\_\_\_\_\_  
Date of Signature\_\_\_\_\_  
Date of Signature