



Crucial App Concepts, Inc.

[www.crucialapps.io](http://www.crucialapps.io)

563 W. Bay Area Blvd.

Ste. 121

Webster, TX 77598

# CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT ("Agreement") is made as of \_\_\_\_\_ (the "Effective Date"), by and between \_\_\_\_\_ ("\_\_\_\_\_"), represented herein by \_\_\_\_\_, and \_\_\_\_\_ ("\_\_\_\_\_"), represented herein by \_\_\_\_\_.

WHEREAS CLIENT wishes to disclose to **Crucial App Concepts, INC.** certain Confidential Material (as hereinafter defined), which relates to the \_\_\_\_\_ by CLIENT ("INVENTIONS"), for the purpose of permitting **Crucial App Concepts, INC** to assess the feasibility of assisting CLIENT in the further development and/or marketing of the INVENTIONS;

WHEREAS CLIENT wishes to maintain the confidentiality of the Confidential Material and to preserve to itself the commercial benefits from the use thereof, except as may be specifically agreed in writing between the parties;

WHEREAS CRUCIAL APP CONCEPTS, INC desires to evaluate the Confidential Material for the purposes described above;

NOW, THEREFORE, in consideration of the premises and mutual covenants in this Agreement, the parties agree as follows:

## 1. Confidential Information.

Subject to Section 4 hereof, "Confidential Material" means all information (whether or not specifically labeled or identified as confidential), in any form or medium, that is provided to or otherwise obtained by CRUCIAL APP CONCEPTS, INC relating in any manner to the INVENTIONS or the business, products, services, customers, research or development of CLIENT, its suppliers, CLIENTS or customers, including without limitation: (i) CLIENT'S trade secrets, ideas, inventions, designs, developments, devices, methods and processes (whether or not patented, patentable or reduced to practice), pending or abandoned patent applications, blue prints, documents, engineering specifications, models, compilations of data and analyses, techniques, systems, formulae, research, records, reports, manuals, data and databases relating thereto; (ii) business information, including without limitation information relating to strategic and staffing plans and practices, promotional and sales plans and practices, marketing studies, profits, costs, pricing, tooling, process descriptions, manufacturing processes; (iii) identities of, individual requirements of, specific contractual arrangements with and information about CLIENT'S customers, suppliers, distributors, licensees and their confidential information; and (iv) all other materials, whether written or oral, tangible or intangible which CLIENT holds confidential and has not been publicly disclosed by CLIENT or a third party, that are directly related to the INVENTIONS or CLIENT'S business.



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## **2. Crucial App Concepts, INC Representations, Warranties and Covenants.**

CRUCIAL APP CONCEPTS, INC acknowledges and agrees that the Confidential Material is of a highly sensitive nature and that a significant purpose of this Agreement is to protect the legitimate business interests of CLIENT therein. During the period of CRUCIAL APP CONCEPTS, INC'S negotiations with CLIENT, engagement by CLIENT (if applicable) and at all times thereafter, unless CRUCIAL APP CONCEPTS, INC first secures the written consent of CLIENT, CRUCIAL APP CONCEPTS, INC shall not use the Confidential Material other than for the purposes contemplated by this Agreement. CRUCIAL APP CONCEPTS, INC further agrees to use CRUCIAL APP CONCEPTS, INC'S best efforts and utmost diligence to safeguard the Confidential Material and to protect it against disclosure, misuse, loss and theft. Without limiting the generality of the foregoing, CRUCIAL APP CONCEPTS, INC agrees that:

- a) It shall maintain the confidentiality of the Confidential Material and of the existence of same;
- b) It shall direct its employees to maintain such confidentiality and will limit access to the Confidential Material to those employees necessary to further the purposes of this Agreement;
- c) It shall use the Confidential Material solely for the purposes contemplated by this Agreement;
- d) It shall not use for its own benefit or the benefit of any third party any of the Confidential Material;
- e) It shall not contract or negotiate with customers of CLIENT with a view to CRUCIAL APP CONCEPTS, INC providing to such customers products manufactured by, or caused to be manufactured by, CRUCIAL APP CONCEPTS, INC that incorporate or utilize any Confidential Material; and
- f) It shall advise all employees and third parties that will have access to Confidential Material of their responsibilities under both this Agreement and their respective agreements with CRUCIAL APP CONCEPTS, INC both at the time such person's access to Confidential Material commences, and at the time such access terminates.

## **3. Termination and Return of Confidential Material.**

Promptly upon the termination of the negotiations between the parties, and in any event not later than fifteen (15) days following receipt of written notice from CLIENT, CRUCIAL APP CONCEPTS, INC shall return to CLIENT all Confidential Material in CRUCIAL APP CONCEPTS, INC'S possession and control, and all copies thereof, in whatever form or medium, including, without limitation, written records, optical and magnetic media, and all other materials containing any Confidential Material. If CLIENT requests, CRUCIAL APP CONCEPTS, INC shall provide written confirmation that CRUCIAL APP CONCEPTS, INC has returned all the Confidential Material to CLIENT. Furthermore, any information, technical or engineering procedure devised for concept relating to the INVENTIONS which is developed at any stage during these negotiations or other contractual relationship between the parties shall be the sole property and for the sole benefit of CLIENT (except as may be specifically agreed in writing) and shall not be used for any other purpose by the CRUCIAL APP CONCEPTS, INC, its agents, or representatives.



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## **4. Exclusions.**

The obligations prohibiting the use and disclosure of the Confidential Material shall not apply as regards any information as to which CRUCIAL APP CONCEPTS, INC demonstrates that such material either (i) has become publicly available through no wrongful act or breach of any obligation of confidentiality of CRUCIAL APP CONCEPTS, INC, or (ii) had been previously developed by the CRUCIAL APP CONCEPTS, INC prior to its disclosure by CLIENT.

## **5. No License.**

CRUCIAL APP CONCEPTS, INC acknowledges and agrees that the disclosure of the Confidential Material does not constitute or imply the granting to CRUCIAL APP CONCEPTS, INC of any license in any of the Confidential Material; that the Confidential Material is the exclusive property of CLIENT and that CRUCIAL APP CONCEPTS, INC has no rights therein. CRUCIAL APP CONCEPTS, INC hereby assigns and shall assign to CLIENT all right, title and interest in and to any improvements to, updates to and enhancements of the Confidential Material.

## **6. Injunctive Relief.**

CRUCIAL APP CONCEPTS, INC acknowledges and agrees that CRUCIAL APP CONCEPTS, INC'S failure to comply with any of the terms and conditions of this Agreement shall irreparably harm CLIENT and that money damages would not adequately compensate CLIENT for such harm in the event of such non-compliance. Therefore, CRUCIAL APP CONCEPTS, INC acknowledges and agrees that, in addition to any other remedies CLIENT may have, CLIENT shall be entitled to obtain a court order in any court of competent jurisdiction enjoining acts of non-compliance by CRUCIAL APP CONCEPTS, INC of this Agreement, without the posting of a bond or other security. In the event of any litigation arising out of this agreement, the losing party shall reimburse the winning party for any related attorneys' fees.

## **7. Indemnification.**

CRUCIAL APP CONCEPTS, INC shall indemnify and hold harmless CLIENT, its affiliates, and its and their partners, stockholders, directors, officers, employees, agents and assignees and shall pay all losses, damages, fees, expenses or costs (including reasonable attorneys' fees) incurred by them based upon any claim, demand, suit or proceeding resulting from any breach by CRUCIAL APP CONCEPTS, INC of any of its obligations herein.

CLIENT shall promptly notify CRUCIAL APP CONCEPTS, INC of any such claim, demand, suit or proceeding, and the parties shall cooperate in good faith in the defense of same.

## **8. Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas (United States) without giving effect to any choice of law or conflict of law provision or rule



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(whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any other jurisdiction other than the State of Texas. Any dispute arising under this Agreement shall be subject to the non-exclusive jurisdiction of the courts of the state of Texas and Federal courts sitting with the State, and the parties hereby submit to the jurisdiction of said courts.

## **9. Entire Agreement; Amendments.**

This Agreement, embodies the entire understanding between CLIENT and CRUCIAL APP CONCEPTS, INC, and supersedes all previous negotiations, agreements and commitments, oral or written, between the parties. Except as otherwise stated herein, modifications to this Agreement shall not be effective unless reduced to writing and signed by both parties. The failure of either party at any time to require performance by the other party of any provision hereof shall not affect in any way the full right to require such performance at any other time, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

## **10. Termination.**

This Agreement shall continue in effect for a period of three (3) years from the Effective Date.

The undersigned hereby represent that they have authority as agents or representatives of the respective parties to bind the parties to this agreement.

Executed by the parties as of \_\_\_\_\_.

**Company:** Crucial App Concepts, Inc.

**Representative Name:** Phillip Emmons, CEO

*Phillip Emmons*

\_\_\_\_\_

**Company:** \_\_\_\_\_

**Representative Name:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



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