

CONFIDENTIALITY AGREEMENT

TO ENSURE {first name} {last name} of {company} (client) THAT ALL MATTERS SHALL BE HELD IN STRICT CONFIDENCE, TURPIN COMMUNICATION, INC. (Turpin) MAKES THE FOLLOWING REPRESENTATIONS:

IN RE: Confidential Information Definition.

Definition. For purposes of this Agreement, “Confidential Information” means all information relating to the business and operations of any party, whether or not written, that is not generally known or available to the public, including but not limited to information concerning the businesses, operations, financial and legal condition of any party; any trade secret, information, process, technique, algorithm, computer programs, design, drawing, formula, test data; business development and marketing plans and concepts, records and files; financial data and budgetary information, income or sales data or projections; customer lists, information regarding customers, usage or traffic data, facilities, suppliers, information regarding suppliers, plans or market analysis, including the fact that {first name} {last name} of {company} (client) and Turpin are engaged in a training session and discussions may include the content of the client’s uploaded presentation. Notwithstanding the foregoing, “Confidential Information” does not include:

- a. Information that is now, or hereafter becomes, through no act or failure to act on the part of the receiving party, generally known or available to the public;
- b. Information that is received by a party in good faith from an independent source that has no duty of nondisclosure with respect to such information (or, if such source does have a duty of nondisclosure, such party was unaware of or had no reasonable basis for knowing of such duty); or
- c. Information that the receiving party can document is already known to the receiving party and not otherwise required to be kept confidential, or that is independently developed by the receiving party without reference to Confidential Information.

Protection of Confidential Information. Except as otherwise specifically provided herein or agreed to by the parties in writing, or as otherwise required by law, Turpin (a) shall hold in confidence and shall not disclose to any third party any Confidential Information of {first name} {last name} of {company} (client), and shall take reasonable security precautions, at least as great as the precautions it takes to protect its own trade secrets, with respect to such Confidential Information, (b) shall not use the Confidential Information for any purpose other than the purpose intended, and (c) shall disclose the Proprietary Information only to those officers, directors, employees, consultants and advisors (each is a “Representative”) that need to know the information in connection with discussions regarding purpose intended. Turpin shall ensure that its Representatives having access to the Confidential Information comply with the foregoing confidentiality terms.