



**NON-DISCLOSURE AGREEMENT TO PROTECT
RELEASE OF CONFIDENTIAL INFORMATION**

This Non-Disclosure Agreement to Protect Release of Confidential Information and Personal and Private Information (“Agreement”) is made and effective this _____ day of _____, 2016, by and among Traffick911, (hereinafter “Traffick911”), a Texas Not-For-Profit Corporation, formed under the laws of the United States of America with its principal place of business at 4575 Claire Chennault St., Addison, Texas 75001 and _____ (your name), an individual (hereinafter “Second Party”).

Article

For the purposes of this Agreement, “Confidential and Proprietary Information” shall mean all information or data related to the First Party’s business that is designated as confidential and proprietary or that, by the nature of the information or the circumstances surrounding its disclosure, should in good faith be treated as confidential and proprietary and shall remain the property of the First Party. Confidential and Proprietary Information further without limitation includes all oral and/or written communications of Traffick911 concerning programming and campaigns and the location and details of Triumph House. If any such Confidential and Proprietary Information is to be transferred to any person/entity outside First Party’s organizations such Confidential and Proprietary Information and such transfer must be authorized in writing by either George Lynch, or a board member of the First Party. Notwithstanding the foregoing, the Second Party shall not be bound by the confidentiality obligations hereof with respect information which (i) was in the public domain at the time of disclosure; (ii) becomes publicly available through no fault of the Second Party; (iii) was in the Second Party’s possession, free of any obligation of confidence, at the time of receipt of the information from the other party; (iv) was independently developed by employees or agents of the Second Party, without reverse engineering barred by this Agreement or applicable law, and without reference to any of the information disclosed in confidence.

The Second Party agrees to exercise the highest degree of care in safeguarding the Confidential and Proprietary Information against loss, theft, or inadvertent disclosure, and agrees generally to take all steps necessary to ensure the maintenance of confidentiality.

Unless expressly authorized in writing by the Disclosing Party, the Receiving Party agrees to retain the Confidential Information in confidence and shall not copy or disclose the Confidential Information to or use the Confidential Information for the benefit of any third party. Confidential Information shall only be disclosed to the Receiving Party’s client and, even then, only to the extent that such client has a specific need to know of the Confidential information, for the evaluation of the proposed collaboration. Before receiving any part of the Confidential Information, Receiving Party’s client/employer/employees shall be required to read this Non-disclosure Agreement and, by receiving such Confidential Information, such client shall acknowledge and agree to abide by the Receiving Party’s obligations hereunder.

Each party shall agree upon the request of the Disclosing Party to return to the Disclosing Party all Confidential Information and supporting documentation provided to the Receiving Party. Receiving Party shall retain one copy of such documentation for archival/legal purposes.

Term. This Agreement is continuing in nature and the confidentiality and non-disclosure provisions of this Agreement continue in full force forever, even after the collaborative relationship of the parties has ceased.

_____ INITIALS

IN WITNESS WHEREOF, the Second Party hereto, having fully accepted and agreed to the terms set forth above, has caused this Agreement to be executed as of the date first above written.

AGREED TO AND ACCEPTED BY:

Printed Name

Signature

Date