

Non-Disclosure Agreement

THIS AGREEMENT, entered into this _____ day of the _____ month in the year of our Saviour, two thousand thirteen, and in the two hundred thirty-seventh year of American Independence, by and between Freedom Bound International, a Pure Trust Organization, located at c/o 3939 South Sixth Street #138, Klamath Falls, Oregon state uSA, hereinafter referred to as Company, and _____, located at c/o _____, hereinafter referred to as Contractor, do hereby agree as follows:

WHEREAS, in connection with Contractor's consideration and work with Company, Company has submitted to Contractor certain technical, business, financial, educational, and other information, material, processes and procedures, as well as other Company documentation and/or proprietary information, either in writing or verbally;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, Contractor does hereby and hereto agree as follows:

1. All Company material, whether conveyed in writing or verbally, to include without limitation, technical, business, financial, educational, and other information, material, processes and procedures related directly or indirectly to Company's operations, marketing, promotion, distribution of products and/or services, sales, or any other activities in which Company engages, shall be deemed "Confidential Information". Contractor is prohibited from using or otherwise sharing such "Confidential Information" with anyone outside of Company workers, except as may be expressly authorized by the Company General Manager or Company Fiduciary Owner; such authorization may not be delegated to anyone else.
2. Contractor shall hold all "Confidential Information" in confidence and protect it with the same degree of care with which Company and Contractor protect their own respective confidential or proprietary information.
3. Contractor shall not copy or otherwise duplicate such "Confidential Information", or knowingly allow anyone outside of Company to copy or otherwise duplicate any "Confidential Information" without prior written approval from either Company General Manager or Company Fiduciary Owner.
4. Contractor shall restrict disclosure of such "Confidential Information" solely to Company workers with a need to know, and not disclose it to any other persons.
5. Contractor agrees to advise any Company workers who receive such "Confidential Information" of their respective obligations under this Agreement to maintain the proprietary nature and confidentiality of such information.
6. At any time, Company may request that Contractor promptly return any and all "Confidential Information" in tangible form; Contractor agrees to comply by promptly returning all requested material.
7. **Exceptions:** Contractor shall have no obligation to preserve the confidential/proprietary nature of information designated as confidential if, prior to any release of such information, Contractor can demonstrate to Company that such "Confidential Information":
 - a. is already known to Contractor, free from any obligation to keep it confidential or proprietary;
 - b. is or becomes publicly known through no wrongful act on the part of Contractor;
 - c. is received from a third party without any restriction or confidentiality;
 - d. is independently developed by Contractor;
 - e. is disclosed to third parties by Company without any obligation or confidentiality;
 - f. is approved for release by prior written authorization of Company.

Initials _____

8. Nothing contained in this Agreement shall be construed as granting or conferring rights by license or otherwise to any "Confidential Information".
9. The foregoing commitment of the parties to this Agreement shall survive any termination of the work to be conducted by the parties, and shall continue for a period of five (5) years following the later of the date of this Agreement or the date of last disclosure of "Confidential Information" by Company.
10. Each party agrees that the obligations provided herein are necessary and reasonable in order to protect Company with respect to its "Confidential Information", and each party expressly agrees that monetary damages would be inadequate to compensate Company for any breach by Contractor of this covenant and agreement set forth herein. Accordingly, each party agrees and acknowledges that any such violation or threatened violation will cause an irreparable injury to Company, and that in addition to any other remedies that may be available in law, in equity or otherwise, Company shall be entitled to obtain injunctive relief against the threatened breach of this agreement or the continuation of any such breach by Contractor without the necessity of proving actual damages.
11. This Agreement may not be assigned by either party to any third party, but shall benefit and be binding upon the parties hereto and their respective successors, agents, and/or representatives.
12. This Agreement constitutes the entire understanding between the parties with respect to the matter hereof and shall not be altered, modified or amended except in writing, executed by both parties.
13. This Agreement shall be governed by and construed in accordance with the common law of the united States of America. In addition to any other remedies available hereunder, in the event of any dispute with respect to this Agreement, the prevailing party shall be entitled to reimbursement of its costs and expenses, including reasonable fees for counsel.
14. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term thereof.
15. Provisions of this Agreement shall be severable, and if any provision is held to be invalid under any applicable law or rule of law, such provision is, to that extent, deemed omitted. In such event, all other provisions remain in effect and the parties agree that the invalid provision shall be modified so as to constitute a valid provision, which most nearly affects the parties' intents in entering into this Agreement.
16. This Agreement may be signed in counterparts with the same effect as if the signatures to each such counterpart shall be enforceable against the party actually executing such counterpart. All counterparts shall be deemed an original of this Agreement.
17. This Agreement is entered into in the spirit of professionalism, best effort, and harmony. All parties have entered into this Agreement in Good Faith.

Freedom Bound International, PTO

(name), Contractor

By: _____
Lee Parker, Fiduciary Owner

By: _____
(name)

By: _____
Witness

By: _____
Witness