1. Privacy and Confidentiality Agreement (Formal Contract)

PRIVACY AND CONFIDENTIALITY AGREEMENT

This Privacy and Confidentiality Agreement ("Agreement") is made and entered into as of the date last signed below by and between:

Clickity ("Company") and the undersigned client ("Client").

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1. Purpose

1.1 The purpose of this Agreement is to ensure the confidentiality, protection, and proper handling of all Client information, project materials, and deliverables shared with or created by Clickity.

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2. Confidential Information

2.1 "Confidential Information" includes but is not limited to:
(a) business strategies, data, and plans;
(b) technical information, source code, or inventions;
(c) personal information, records, or communications;
(d) Client-provided materials and documentation;
(e) work product or deliverables created for the Client.

2.2 Confidential Information does **not** include information that is:
(a) publicly available through no fault of Clickity;
(b) lawfully obtained from a third party without restriction;
(c) independently developed without reference to Client's information.

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3. Company Obligations

3.1 Clickity shall:
(a) use Confidential Information solely to perform the Client's project;
(b) not disclose, sell, or share Client information without express written consent;
(c) delete or return all Client data upon project completion, except as required by law;
(d) ensure all employees and contractors have executed internal Non-Disclosure Agreements;
(e) implement reasonable safeguards to protect Client data.

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4. Personnel Obligations

4.1 All employees and contractors of Clickity shall:
(a) maintain confidentiality of all Client information;
(b) not disclose Client data except as required in their duties;
(c) return or delete all Client-related files at project close.

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5. Client Obligations

5.1 Client agrees to:

(a) provide Clickity with materials required for the project, other than standard tools such as computers and internet access;

(b) approve all expenses in writing prior to purchase if such expenses are necessary for the project;

(c) reimburse Clickity for any approved costs incurred on the Client's behalf.

(d) Maintain the privacy of security of any personal information, such as contact information, of any Clickity team members they work with until and unless written permission is granted by staff member after scope of work is completed.

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6. Payment Information

6.1 Payment information provided by the Client shall be used only for approved transactions and shall not be stored by Clickity beyond the scope of the payment process.

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7. Intellectual Property

7.1 Upon full payment, all work product created by Clickity shall become the sole property of the Client.

7.2 Clickity retains no right to use or disclose Client's work product without prior written approval.

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8. Duration of Confidentiality

8.1 The obligations of confidentiality under this Agreement shall remain in effect for **five (5) years** after termination of the business relationship, unless law requires a longer period.

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9. Legal Disclosure

9.1 Clickity may disclose Confidential Information only if required by law, provided Client is notified promptly (where legally permissible).

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10. No Warranty

10.1 Clickity provides no warranties regarding the completeness or usefulness of Client-provided information.

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11. Governing Law

11.1 This Agreement shall be governed by the laws of Utah, the state in which Clickity is headquartered.