

CONFIDENTIALITY AGREEMENT

In order that HOW 2 Platforms may provide and

("the Organization") may receive certain information relating to their mutual business interests, The Organization and HOW 2 Platforms agree as follows:

Definitions.

"Confidential Information" means all information disclosed to The Organization by HOW 2 Platforms or a representative or agent of HOW 2 Platforms, including (i) inventions, improvements, trade secrets, know-how, trade practices, and similar proprietary information, including technical data or information, formulas, methods, processes, techniques, specifications, drawings, engineering data, or process flow diagrams, including experimental samples; (ii) business information, including but not limited to information relating to HOW 2 Platforms and its services, customers, charges, fees, policies, advertising, or marketing; and (iii) any other information marked confidential. Confidential Information shall not include:

- (a) information in the possession of The Organization prior to its disclosure to The Organization;
- (b) information that is part of the public knowledge or literature;
- (c) information obtained from a third party having the right to disclose such information to The Organization; and
- (d) information that has been approved for disclosure by the prior written agreement of HOW 2 Platforms.

Confidential Information shall be retained in confidence by The Organization and shall be disclosed only to those officers and employees of The Organization on a need to know basis. Confidential Information shall not be disclosed, directly or indirectly, to any other person, firm, corporation, or to any other division, subsidiary or affiliate of The Organization, except that The Organization may disclose Confidential Information to a contractor retained by The Organization to assist in its work with HOW 2 Platforms, provided that said contractor is bound by an identical Confidentiality

Agreement relating to HOW 2 Platforms and its Confidential Information.

The period of confidentiality shall be for 7 years from the date of acceptance of this agreement.

Upon the request of HOW 2 Platforms, The Organization shall deliver promptly to HOW 2 Platforms all documents containing Confidential Information and thereafter The Organization shall refrain from using Confidential Information.

No rights or license, express or implied, are granted by HOW 2 Platforms to The Organization under any proprietary right now owned or hereafter acquired by HOW 2 Platforms, including any rights or license under Confidential Information.

THE ORGANIZATION, INC.

By:_____

Date:_____

Print Name:_____

Title:_____