

CONFIDENTIALITY AGREEMENT

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Consultant acknowledges, that in the course of Consultant's providing services hereunder, Consultant may be provided with or have access to Confidential Information belonging to KnowledgePool Collective Intelligence, Client or other parties. Confidential Information includes any and all information which any party may consider proprietary or otherwise wish to keep confidential, including without limitation, business plans, marketing strategies, customer lists, personnel information, computer programs and data, cost or profit figures and projections, credit information, current, future or proposed products or services, plans and technology, business forecasts, financial and accounting records, litigation documents and procurement requirements, and technical information.

Consultant agrees to hold in strict confidence all Confidential Information which Consultant uses or to which Consultant gains access, and Consultant shall not use, reproduce, publish, disclose or otherwise make known to any person or entity any Confidential Information, except to the extent required in the performance of Consultant's services to Client hereunder. Consultant agrees not to disclose, indirectly or directly, to KnowledgePool Collective Intelligence or any Client any information or data the disclosure of which would constitute a violation of any obligation to, or infringe the rights of, any third party. Upon the termination or completion of services, Consultant shall immediately return all information, data and any other materials supplied by or obtained from Client in the course of Consultant's work, along with all copies thereof. This confidentiality clause does not apply to:

1. information that is in the public domain,
2. information that was previously known to Consultant before the engagement,
3. information received from a third party having the right to lawfully possess and disclose such information without breaching this Agreement,
4. information approved for release by prior written authorization by KnowledgePool Collective Intelligence, and
5. information required to be disclosed by a court of competent jurisdiction, but only to the extent expressly required and only after alerting KnowledgePool Collective Intelligence of such disclosure requirement.

Consultant agrees that any inventions, works of authorship or other intellectual property conceived, developed, originated, fixed or reduced to practice by Consultant or under Consultant's direction pursuant to this Agreement are the sole and complete property of Client, whether as a work made for hire or otherwise. Consultant agrees to execute all applications, registrations and any other instruments deemed necessary or helpful for Client to secure and enforce its rights.

Consultant further agrees that the provisions of this Confidentiality Agreement are binding upon Consultant and Consultant's heirs, executors, administrators, successors and assigns. Said provisions shall survive the termination of this Agreement for any reason for three years after the termination date.