

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this “Confidentiality Agreement”) is made this ____ day of _____, 2013, by and between Ink Link Marketing, LLC, a Florida corporation, with its principal place of business at 12612 NW 23rd Street, Pembroke Pines FL 33028 (“Company”) and _____, a _____, with its principal place of business at _____ (“Vendor”).

WHEREAS, Company and Vendor are contemplating executing a service agreement or similar document (referred collectively with all negotiations and dealing prior to and in contemplation of the same as the “Agreement”); and

WHEREAS, each party shall be disclosing confidential information (as defined in 1.3 below) to the other in connection with performance under the Agreement; and

WHEREAS, Company and Vendor acknowledge to each other that the Confidential Information is confidential to Company and Vendor respectively and is treated as such by the disclosing party, and is not common knowledge among competitors or other companies who may like to possess such Confidential Information or may find it useful; and

WHEREAS, Company and Vendor desire to ensure that all Confidential Information is treated as strictly confidential and that the same not be disclosed or used for any purpose other than as contemplated by the Agreement and for no other purpose; and

WHEREAS, Company and Vendor would not disclose the Confidential Information nor enter into and perform under the Agreement without the restrictions, remedies, and protections provided for herein;

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Incorporation, Definitions, and Confidential Information.**

1.1 Whereas and introductory clauses above are hereby incorporated into this Confidentiality Agreement as if more specifically set forth hereinafter.

1.2 The term “Party” and “Parties” and “Company” and Vendor” shall mean either Company or Vendor, and its parent, subsidiaries, affiliates, successors and/or assigns and their respective directors, officers, employees, agents, contractors, customers, successors and/or assigns as the sense so requires.

1.3 The term “Confidential Information” shall mean all information, whether written, electronic, oral, or otherwise, regardless of whether the same is marked or designated as “confidential” or “proprietary” or otherwise, and which may be

disclosed or made available to a non-disclosing party, or which may be acquired or learned by research, surveys, or investigations conducted by a non-disclosing party, or which a non-disclosing party may otherwise develop or learn, or which may be provided to a non-disclosing party including, but not limited to:

- (a) any and all technical, financial, economic data and information, costs, expenses, sales and/or other financial data regarding Company and/or Company's clients and/or Vendor's respectively, including by way of illustration and not limitation, its customers, locations, sales, and business operations, marketing plans and methods;
- (b) any and all customer lists, customer preferences, customer surveys, demographic information, trade area information, formulas (to the extent provided or developed), marketing plans, business processes and methods, and other information learned by a non-disclosing party, developed by Company and/or Vendor respectively, or developed by the Parties in connection with the Agreement or otherwise;
- (c) commercial or other information which relates to the business, financial affairs, methods of operation, accounts, transactions or products of Company, its clients and/or Vendor respectively;
- (d) proposed transactions or proposed products, security procedures, internal controls or computer or data processing programs of Company, its clients, and/or Vendor respectively;
- (e) intellectual property, software code and documentation, techniques or systems of a Company, its clients, and/or Vendor (including any parent, affiliate, or subsidiary) and their respective customers and vendors;
- (f) information or data relating to Company, its clients, and/or Vendor respectively systems, operations, policies, procedures, techniques, business plans, accounts or personnel;
- (g) information or data which is confidential or proprietary to a third party and which is in the possession, custody, or control of Company, its clients, and/or Vendor respectively;
- (h) information, data, studies, and analysis developed by Company, its clients, and/or Vendor respectively;
- (i) all data, notes, summaries, memoranda, analyses, compilations, studies, documents, or other material derived from the information specified in (a), through (h) above, together with any and all copies, extracts, or other reproductions of the same.

- 1.4 With respect to information provided by the disclosing party or based upon, containing or otherwise reflecting such information, the term Confidential Information does not include information that (i) is or becomes generally available to the public or the industries in which Company, its clients, and Vendor are involved other than (a) as a result of a disclosure by the receiving party or any other person who directly or indirectly receives such information from the receiving party or (b) in violation of a confidentiality obligation to the disclosing party known to the receiving party, (ii) is or becomes available to the

receiving party on a non-confidential basis from a source other than the disclosing party or any of the disclosing party's representatives, provided that the receiving party does not have knowledge that the source is not entitled to disclose it, (iii) was known to the receiving party prior to disclosure of such information to it by the disclosing party or (iv) is verifiably developed by the receiving party without the benefit of Confidential Information with respect to the disclosing party.

2. **Confidentiality.**

2.1 Company and Vendor agree:

- (a) that all Confidential Information shall remain a trade secret and the sole property of Company and/or Vendor respectively;
- (b) to keep in strict confidence all Confidential Information and not to disclose or allow the disclosure of any Confidential Information to any third party;
- (c) not to publish, disclose, or allow disclosure to others of any Confidential Information, in whole or in part, or the fact that the Confidential Information has been made available to it or acquired, learned, or developed by it, or that the Parties have entered into an arrangement regarding the subject matter hereof;
- (d) to restrict internal access to the Confidential Information to those of its employees, contractors, and agents with a "need to know" in order to assist it in the performance contemplated in the Agreement;
- (e) to advise each of the persons to whom access to any of the Confidential Information is provided that such persons are strictly prohibited from publishing, disclosing, or otherwise allowing disclosure to others of any of the Confidential Information;
- (f) not to use any Confidential Information to unfairly compete or obtain an unfair advantage against the other in any commercial activity or an advantage which is in any way likely to be prejudicial, whether directly or indirectly, to the other;
- (g) that Company and/or Vendor respectively will be irreparably harmed by any breach or threatened breach of this Confidentiality Agreement, that monetary damages would be inadequate and that, in addition to any and all other remedies and damages available to it at law as a consequence of any such threatened or actual improper use, disclosure, or breach of this Confidentiality Agreement, Company and/or Vendor respectively shall have the right to such injunctive or other equitable relief from a court of competent jurisdiction as may be necessary or appropriate to prevent any actual or threatened breach of this Confidentiality Agreement or any actual or threatened use or disclosure of Confidential Information in any manner which has not been authorized by Company and/or Vendor respectively in advance in writing;
- (h) that except as otherwise provided in any other agreement between the Parties, upon request by Company and/or Vendor respectively at any time,

it shall promptly return all Confidential Information in tangible form then in its possession or under its control, and expunge from its systems and records all Confidential Information in any other form; and

- (i) Vendor acknowledges that it is aware that federal securities laws and other applicable laws prohibit any person who possesses material, non-public information concerning the Company or its clients from purchasing or selling any of the respective securities the Company's clients and from communicating such information to any person or entity under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities. Vendor shall not trade in the securities of company's clients while in possession of material, non-public information (including without limitation the Confidential Information) until such time as Company's clients, as the case may be, has publicly disclosed such Confidential Information. For purposes of this paragraph, the term "person" is interpreted broadly and includes any individual, corporation, partnership, association, trust, governmental entity, any other organization or entity or any group including any of the foregoing, and the terms "group" and "affiliate" have the meanings provided under the Securities Exchange Act of 1934, as amended.

- 2.2 If any Party is requested or required (by deposition, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, that Party shall provide the Party interested in the Confidential Information subject to the request with prompt notice of such request(s) in accordance with Section 3.6, so that the other Party may seek an appropriate protective order.
- 2.3 To the extent that Vendor creates a product for Company or makes any improvements, alterations, or modification of or to Company's products or systems, those creations or enhancements will become part of the Confidential Information and inure solely to Company's benefit. In that regard, Vendor agrees to provide Company free and open access to all data, formulae, recipes, improvements, alterations, modifications, subassemblies, components, ingredients, matching, duplications and other pertinent data and information generated by Vendor in connection with the development, production and/or improvement of product, including, copies of all manufacturing run reports, written materials and all other information pertaining to Company and its products or systems that Vendor generates or obtains with respect to any such development, production and/or improvement.
- 2.4 No license or conveyance of any rights under any discoveries, inventions, patents, trade secrets, proprietary information, copyrights, trade names or trademarks, or applications therefore, or any other form of intellectual property is granted or implied with respect to any Information disclosed pursuant to the terms of this Confidentiality Agreement.

3. **General.**

3.1 **Governing Law.** This Confidentiality Agreement shall be governed by the laws of the state of Florida. The parties further agree that any suit, action, or proceeding arising out of this Confidentiality Agreement shall be submitted to and brought exclusively before the appropriate federal and/or state courts located in the State of Florida.

3.2 **Survival.** The obligations imposed hereunder shall survive indefinitely.

3.3 **Headings.** The Section headings used herein are for information only and shall not affect the interpretation of any provision of this Confidentiality Agreement.

3.4 **Validity.** In the event any of the terms and conditions of this Confidentiality Agreement shall be held to be illegal or unenforceable, the validity of the remaining provisions shall not be affected.

3.5 **Entire Agreement.** This Confidentiality Agreement constitutes the entire agreement and understanding between the Parties and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof.

3.6 **Notice.** Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered:

- (a) Three (3) days after the same shall have been deposited in the United States mail, postage prepaid, registered or certified, return receipt requested; or
- (b) The next business day if same shall be sent by a national overnight courier with a tracking system and addressed to the Parties hereto at the respective addresses set out opposite their names below or at such other address as they have theretofore specified by written notice delivered in accordance herewith:

Company: Ink Link Marketing LLC
12612 NW 23rd Street
Pembroke Pines, FL 33028
Attn: Kim Miller

Vendor:

3.7 **Binding Effect.** This Confidentiality Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their parents, affiliates and/or

subsidiaries, and their respective successors and assigns; provided, however, that neither Party shall assign this Confidentiality Agreement or any other duty, obligation, interest or right hereunder without the prior written consent of the other Party.

- 3.8. **Enforcement.** If any Party hereto fails to perform its obligations under this Confidentiality Agreement, or if a dispute arises concerning the meaning or interpretation of any provision of this Confidentiality Agreement and any action or steps are taken in furtherance thereof including, but not limited to, the commencement of legal proceedings, lawsuits, arbitration, or other proceedings arising out of, relating to, or based in any way on this Confidentiality Agreement, including, without limitation, tort actions and actions for injunctive and declaratory relief, the defaulting Party or the nonprevailing Party in the dispute, as the case may be, shall pay any and all actual costs and expenses incurred by the prevailing Party in enforcing or establishing its rights hereunder, including, without limitation, all court costs, all fees and costs incurred in any appellate process, and all actual attorney's fees and costs and, in addition, the value of any and all time expended in any way by a Party's in-house counsel in connection therewith. For purposes of calculating the value of in-house counsel under this Confidentiality Agreement, it is agreed and established that counsel shall have a billable rate of two hundred fifty and no/100 dollars (\$250.00) per hour or any fraction thereof.
- 3.9 **Execution of Documents.** This Confidentiality Agreement may be executed in any number of duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute but one and the same instrument.
- 3.10. **Authority.** Each person signing this Confidentiality Agreement on behalf of a Party warrants that he or she is duly authorized by all necessary and appropriate corporate action to execute this Confidentiality Agreement.
- 3.11. **Relationship.** The Parties do not intend that any agency or partnership relationship be created between them by this Confidentiality Agreement.

IN WITNESS WHEREOF, the Parties have caused this Confidentiality Agreement to be duly executed by their respective authorized representatives as of the day and year above written.

Ink Link Marketing LLC _____

Signature: _____
Printed Name: Kimberly Miller
Title: President

Signature: _____
Printed Name: _____
Title: _____