



audio/video  
mobile architecture

675 hudson street, suite 5N tel.: +1 212 463 8782 www.trak-kit.com  
new york, new york 10014 fax: +1 212 463 7809 contact@trak-kit.com

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This agreement is entered into in connection with the possible business engagement (the "Engagement") between Trak-kit, LLC, with offices at 675 Hudson Street, Ste. 5N, New York, New York, 10014 (hereinafter "Company") and \_\_\_\_\_ (hereinafter "\_\_\_\_\_"), whereby you have requested that we or our representatives furnish you or your representatives with certain information relating to the Company and its business. All such information whether written, oral or in an electronic format furnished by us or our directors, officers, employees, affiliates, representatives (including, without limitation, financial advisors, attorneys and accountants) or agents (collectively, "our Representatives") to your directors, officers, employees, affiliates, and representatives, (including, without limitation, financial advisors, attorneys and accountants) or agents (collectively "your Representatives"), and all analysis, compilations, notes, abstracts, forecasts, studies or other materials or documents prepared by you or your Representatives in connection with your or their review of, or your interest in, our business which contain, reflect or are derived from, any such information is hereafter referred to as the "Confidential Information".

Confidential Information shall include, but not be limited to, any all information or data, regardless of whether it is in tangible form pertaining to the Company's business, including business plans, strategies, technology, patent, patents pending, materials, specifications, suppliers, vendors and customers or identified potential suppliers, vendors and customers of Company; any computer records, written, typed or printed lists, or other materials identifying the suppliers, vendors and current and potential customers of Company; current and potential business partners of Company; Company financial information; any financial or other information supplied by suppliers, vendors or customers of Company; any and all data or information relating to Company, any lists, documents, manuals, records, forms, designs, or materials used by Company in the conduct of its business; any descriptive materials describing the methods and procedures employed by Company in the conduct of its business; any information regarding Company's management information systems (including all software and computer programming information); all of Company's marketing plans, business strategies, personnel information, research, discoveries, know-how, inventions, copyrights, trade secrets, current and potential products, software and any other proprietary information concerning Company's business or affairs. The terms "lists", "documents" or their equivalent as used herein, are not limited to a physical writing or compilation but also include any and all information whatsoever regarding the subject matter of the "list" or "document" including any information maintained in a digital or magnetic format, whether or not such compilation has been reduced to writing.



675 hudson street, suite 5N tel.: +1 212 463 8782 www.trak-kit.com  
new york, new york 10014 fax: +1 212 463 7809 contact@trak-kit.com

audio/video  
mobile architecture

**Accordingly, you hereby agree that:**

1. You and your Representatives: (i) will hold all Confidential Information in strict confidence and will use the Confidential Information solely in connection with the Engagement, (ii) will not disclose, display, provide, transfer or copy the Confidential Information or otherwise reproduce, repackage, further transmit, transfer, disseminate, distribute, redistribute, sell, resell, license, sublicense, alter, modify, adapt or store for subsequent use, in whole or in part, in any form or manner or by any means whatsoever any part of the Confidential Information; reverse engineer, decompile or disassemble any Confidential Information or attempt to use the Confidential Information in any form, (iii) will not (except as required by applicable law, regulation or legal process, and only after compliance with paragraph 3 below), without prior written consent, disclose any Information in any manner whatsoever, (iv) will not use any Confidential Information directly or indirectly for any purpose except for the Engagement and in any manner to the detriment of the Company or in order to obtain any competitive benefit with respect to the Company, provided however, that you may reveal the Confidential Information to your Representatives (a) who need to know the Confidential Information for the purpose of evaluating the Company's business as necessary for the Engagement; and (b) who are informed by you of the confidential nature of the Confidential Information and terms of this Confidentiality Agreement. You will use your best efforts to cause your Representatives to observe the terms of this Confidentiality Agreement. You shall provide your Representatives with a copy of this Confidentiality Agreement.

2. You and your Representatives will not (except as required by applicable law, regulation or legal process, and only after compliance with paragraph 3 below), without our prior written consent, disclose to any person the fact that you have been solicited with respect to the Engagement, that the Confidential Information exists or has been made available to you, or that discussions or negotiations are taking or have taken place concerning the Engagement or involving the Company or any term, condition or other fact relating to the Engagement or such discussions or negotiations, including, without limitation, the status thereof.

3. In the event that you or any of your Representatives are requested pursuant to, or required by, applicable law, regulation or legal process to disclose any of the Confidential Information, you will notify us promptly so that we may seek a protective order or other appropriate remedy or in our sole discretion, waive compliance with the terms of this Confidentiality Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver from Company, you, in the written opinion of your legal counsel, are legally compelled to disclose any Confidential Information to any tribunal or else stand liable for contempt or suffer other censure or penalty, you and/or your Representatives may, without liability hereunder, disclose to such tribunal only that portion of the Confidential Information which your legal counsel advises to be legally required to be disclosed, provided that you exercise reasonable efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with Company to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded to the Confidential Information by such tribunal.



audio/video  
mobile architecture

675 hudson street, suite 5N tel.: +1 212 463 8782 www.trak-kit.com  
new york, new york 10014 fax: +1 212 463 7809 contact@trak-kit.com

4. If either party hereto determines not to proceed with the Engagement, or at any time the Engagement is terminated, such party will promptly inform the other party of that decision. Upon the Company's request at any time, you will promptly deliver to the Company, at Company's pre-paid expense, all Confidential Information in your or your Representatives' possession. Any oral Confidential Information will continue to be subject to the terms of this Confidentiality Agreement.

5. You recognize and agree that nothing contained in this Confidentiality Agreement will be construed as: (i) granting any rights to you, by license or otherwise, to any Confidential Information except as specified herein; (ii) constituting an offer with respect to any potential business engagement with Company; or (iii) a representation or warranty by Company as to the accuracy of any Confidential Information.

6. You acknowledge that remedies at law may be inadequate to protect us against any actual or threatened breach of this Confidentiality Agreement by you or by your Representatives, and, without prejudice to any other rights and remedies otherwise available to us, you agree that the Company may seek the remedy of specific performance and other injunctive or equitable relief without proof of actual damages. In the event of any litigation relating to this Confidentiality Agreement whereby a court of competent jurisdiction determines that this Confidentiality Agreement has been breached by you or by your Representatives, then you will reimburse the Company for its costs and expenses (including without limitation, reasonable legal fees and expenses) incurred in connection with such litigation.

7. You agree that no failure or delay by us in exercising any rights, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any rights, power or privilege hereunder.

8. This Confidentiality Agreement will be governed by and construed in accordance with the laws of the State of New York. You agree that any legal action or proceeding by or against you with respect to or arising out of this Confidentiality Agreement may be brought in or removed to the Courts of the State of New York, in and for New York County, or of the United States of America, for the Southern District of New York, and respective Appellate Courts having jurisdiction there from, and you consent to service of process out of any of the aforementioned Courts by the mailing of copies thereof by registered or certified mail, postage prepaid, and that such service shall be effective five (5) days after such mailing.



audio/video  
mobile architecture

675 hudson street, suite 5N    tel.: +1 212 463 8782    www.trak-kit.com  
new york, new york 10014    fax: +1 212 463 7809    contact@trak-kit.com

9. This Confidentiality Agreement contains the entire agreement between you and us concerning the confidentiality of the Confidential Information, and no modifications of this Confidentiality Agreement or waiver if the terms and conditions hereof will be binding upon you or us, unless approved in writing by each of you and us.

Please confirm your agreement with the foregoing by signing and returning to the undersigned the duplicate copy of the enclosed herewith.

Trak-Kit LLC

By: \_\_\_\_\_

Farshad Shahrokhi, CEO/ Chief designer

Date: \_\_\_\_\_

Accepted and agreed to as of the date first above written:

Company Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_