



eshuttercreative

CONSULTANT CONFIDENTIAL INFORMATION AGREEMENT

As a condition of Consultant being retained as a Consultant by Eshutter Creative LLC, its subsidiaries, affiliates, successors or assigns (together the "Company"), and in consideration of his/her retention as a consultant, service provider or other independent contractor and Consultant's receipt of the compensation now and hereafter paid to him/her by Company. Consultant agrees to the following:

CONFIDENTIAL INFORMATION

(a) *Definition.* "Confidential Information" means any Company proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, biological materials, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, marketing, finances or other business information disclosed by the Company either directly or indirectly in writing, orally or by drawings or inspection of parts of equipment.

(b) *Company Information.* Consultant will not, during or subsequent to the term of this Agreement, use the Company's Confidential Information for any purpose whatsoever other than the performance of the services on behalf of the Company or disclose the Company's Confidential Information to any third party and it is understood that said Confidential Information shall remain the sole property of the Company. Consultant further agrees to take all reasonable precautions to prevent any unauthorized disclosure of such Confidential Information including, but not limited to, having each employee of Consultant, if any, with access to any Confidential Information execute a nondisclosure agreement containing provisions in the Company's favor substantially similar to this Agreement. Confidential Information does not include information which (1) is known to Consultant at the time of disclosure to Consultant by the Company as evidenced by written records of Consultant, (2) has become publicly known and made generally available through no wrongful act of Consultant, or (3) has been rightfully received by Consultant from a third party who is authorized to make such disclosure. Without the Company's prior written approval, Consultant will not directly or indirectly disclose to anyone the existence of this Agreement of the fact that Consultant has this arrangement with the Company.

(c) *Former Employer Information.* Consultant agrees that Consultant will not, during the term of this Agreement, improperly use or disclose any proprietary information or trade secrets of any former or current employer or other person or entity with which Consultant has an agreement or duty to keep in confidence information acquired by Consultant in confidence, if any, and that Consultant will not bring onto the premises of the Company any unpublished document or proprietary information belonging to such employer, person or entity unless consented to in writing by such employer, person or entity. Consultant will indemnify the Company and hold it harmless from and against all claims, liabilities, damages and expenses, including reasonable attorneys fees and costs of suit, arising out of or in connection with any violation or claimed violation of a third party's rights resulting in whole or in part from the Company's use of the work product of Consultant under this Agreement.

(d) *Third Party Information.* Consultant recognizes that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Consultant agrees that Consultant owes the Company and such third parties, during the term of this Agreement and thereafter, a duty to hold all such confidential or proprietary information in terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by Consultant in confidence or in trust prior to Consultant's retention by the Company Consultant has not entered into and Consultant agrees that he/she will not enter into any oral or written agreement in conflict herewith.



eshuttercreative

CONSULTANT CONFIDENTIAL INFORMATION AGREEMENT

GENERAL PROVISIONS

(a) *Governing Law Consent to Personal Jurisdiction.* This Agreement will be governed by the laws of the State of California. Consultant hereby expressly consents to the personal jurisdiction of the state and federal courts located in California for any lawsuit arising from or relating to this Agreement.

(b) *Entire Agreement.* This Agreement and the Consulting Agreement set forth the entire agreement and understanding between the Company and Consultant relating to the subject matter herein and merge all prior discussions between the parties. No modification of or amendment to this Agreement or the Consulting Agreement, nor any waiver of any rights under this agreement will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in Consultant's duties, salary or compensation will not affect the validity or scope of this Agreement or the Consulting Agreement.

(c) *Severability.* If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

(d) *Successors and Assigns.* This Agreement will be binding upon Consultant's heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Name of Consultant (typed or printed)*